



LEGISLATIVE BRANCH CITY OF BINGHAMTON

Teri Rennia, City Council President
Jeremy Pelletier, City Clerk

CITY COUNCIL WORK SESSION AGENDA
City Council Work Room, 38 Hawley Street, Binghamton
Monday November 17, 2014

The Work Session begins at 6:00pm. Times for RL(s)/Topics are approximate only and items may be considered earlier or later.

Time	Committee	Chair	RL(s)/Topic	Pages	Presenter
6:00pm	-----	-----	Discussion: Brotherz group from Binghamton High School	-----	Eudes Clarke
6:15pm	-----	-----	Discussion: Review of NYSEG Tree Trimming Program	-----	Bob Pass
6:30pm	-----	-----	Discussion: Exception to Homestead Act	-----	Paul Cirba
6:45pm	MPA	Motsavage	RL 14-164: Agreement with Frito Lay Inc. for Emergency Confined Space Rescue	70-72	Daniel Thomas
7:00pm	Finance	Berg	RL 14-156: Acceptance of FY 2014 Tactical Team Grant from U.S. DHS	1-4	Joseph Zikuski
7:15pm	Employees	Berg	RL 14-162: CBA with Teamsters Local 693	8-61	Patricia Keppler
7:30pm	Finance	Berg	RL 14-161: Amending 2014 Water Fund Budget to pay for increase in JSTP IPP Fees	5-7	Joseph Yannuzzi
7:45pm	Finance	Berg	RL 14-163: Agreement with Vacri Construction for additional sediment removal for Trout Brook Storm Sewer Project	62-69	Gary Holmes
8:00pm	-----	-----	Discussion: Update on Washington Street Mall Project	-----	Jared Kraham, Bob Murphy, Gary Holmes
8:15pm	Finance	Berg	RL 14-165: Amending 2014 Parks Department budget	73-74	Bill Barber
8:30pm	-----	-----	Discussion: 2015 City Council meeting schedule Discussion: Review of Binghamton Mets 2015 Fireworks Schedule	75	Jeremy Pelletier
8:45pm	-----	-----	Discussion: Amending Section 124 Article VIII, regarding officers and employees not covered by collective bargaining agreements	-----	Jeremy Pelletier, Kenneth J. Frank
9:00pm	-----	-----	Discussion: Review City's policy regarding Bonding for Projects Discussion: Review City of Binghamton Sign Ordinance	-----	Councilman Motsavage
9:15pm	-----	-----	Discussion: Review of Traffic Minutes from October	76-79	Councilman Berg
9:30pm	-----	-----	Discussion: Review of Committee	-----	Council President



LEGISLATIVE BRANCH CITY OF BINGHAMTON

Teri Rennia, City Council President

Jeremy Pelletier, City Clerk

	-----	-----	Reports & Pending Legislation Discussion: Review of Mayoral Veto of 2015 Tax Budget	80-82	Rennia
--	-------	-------	--	-------	--------

COMMITTEE REPORTS

Municipal & Public Affairs Committee: Motsavage (Chair), Webb, Matzo

1. Potential amendments to the City of Binghamton's noise ordinance regulations.
2. Potential amendments to the City of Binghamton's license regulations concerning Peddlers, Stationary Pushcart Vendors, and Charitable Solicitors.

Public Works/Parks & Recreation Committee: Motsavage (Chair), Berg, Mihalko

Review the Traffic Signal Removal Study.



Legislative Branch

RL Number:

14-156

Date Submitted:

10/29/14

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

RECEIVED

Applicant Information

Request submitted by: Chief Joseph T. Zikuski

OCT 29 2014

Title/Department: Police Department

OFFICE OF THE CITY CLERK
CITY OF BINGHAMTON

Contact Information: (607) 772-7091

RL Information

Proposed Title: FY 2014 Tactical Team Grant (U.S Department of Homeland Security - DHS)

Suggested Content: FY 2014 Tactical Team Grant funds approx \$16,300 for training and overtime as well as \$83,629 for equipment for a total of \$99,929. The funds are to be used to improve and develop tactical team capabilities as well as help them achieve NYS DCJS SWAT team standards.

Additional Information

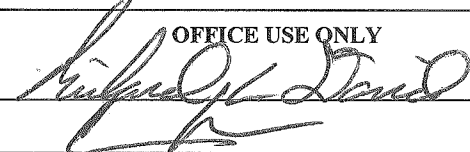


Does this RL concern grant funding? Yes ☒ No ☐

If 'Yes', is the required RL Grant Worksheet attached? Yes ☒ No ☐

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s):

OFFICE USE ONLY	
Mayor:	
Comptroller:	
Corporation Counsel:	
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>



Legislative Branch

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

GRANT APPLICATION WORKSHEET

*The Request for Legislation must include the project title and the purpose of the grant.
Please provide the following additional information.*

Agency providing the grant: Binghamton Police Department

Total project cost: \$99,929

Total amount of grant: \$99,929

Local match (if any): none

If local match is monetary, provide the budget line and title: n/a

If local match is "in kind", provide the anticipated personnel and hours to be dedicated to the project:

n/a

Disbursement of grant (upfront, reimbursable?): reimbursable

If reimbursable, source of funds pending reimbursement: _____

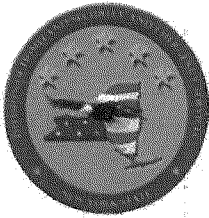
Grant project manager: Lt. Michael J. Whalen

Anticipated date of project completion: Aug. 31, 2016

Special project completion requirements (if any): MOU with Vestal, JC Swat and Endicott Bomb Team

Attach any required form of Resolution from the Agency providing the grant.

Please provide any additional information in the space provided below, including any other government agency or private partner participating in the grant, along with a description of such participation:



NEW YORK STATE
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

Andrew M. Cuomo, Governor

Jerome M. Hauer, Ph.D., MHS, Commissioner

October 16, 2014

The Honorable Richard David
Mayor of Binghamton
38 Hawley Street
Binghamton, New York 13901

Dear Mayor David:

I am pleased to announce that the City of Binghamton has been awarded \$99,929 in federal funding under the FY2014 Tactical Team Grant Program. Funding for this initiative is provided through the U.S. Department of Homeland Security's (DHS) State Homeland Security Grant Program (SHSP). The performance period for this award is October 16, 2014 through August 31, 2016.

As outlined in your application, this funding is provided to improve and develop tactical team capabilities through equipment, training, exercise, and planning projects that support counter terrorism missions in your jurisdiction as well as your team's attainment of the New York State Division of Criminal Justice Services (DCJS) SWAT Team Standards.

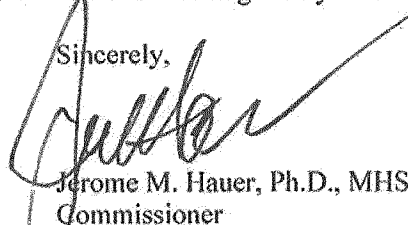
Additionally, your application indicated that you were applying as a Regional Partnership with the Village of Johnson City Police Department, Town of Vestal Police Department, and Village of Endicott Police Department for funding. As a condition of that partnership, you must provide an executed Inter-Municipal Agreement to DHSES within 6 months of this letter (if you have not done so already) or funding through this program may be rescinded. Templates for the Inter-Municipal Agreements can be retained by contacting Mark Fettingner of DCJS at mark.fettingner@dcjs.ny.gov.

As a reminder, all capabilities developed through federal FY2014 SHSP funding are required to be deployable regionally and nationally per the Federal Funding Opportunity Announcement. In addition, funding through this grant program is subject to both New York State and federal guidelines and regulations.

A representative from DHSES's Grant Program Administration Unit will be reaching out to your grant point of contact shortly. If you have any questions about this program, please contact Tracy Bub at (518) 242-5101.

Congratulations on your award and I look forward to working with you to administer this program.

Sincerely,



Jerome M. Hauer, Ph.D., MHS
Commissioner

cc: Lieutenant Michael Whalen, Binghamton City Police Department

1220 Washington Avenue, State Office Building Campus
Building 7A, Suite 710
Albany, NY 12242

Proposed Budget Expenditures and Prioritization

Note: Applicants can apply for up to \$100,000. Project requests should not exceed this cap and any projects that do exceed the cap will not be considered for funding. Please be sure to refer to the Personnel Cap calculator at the bottom of the page as a tool to monitor how close your requests are to the 50% cap.

					If Sustaining Capabilities
--	--	--	--	--	----------------------------

Page 4 of 82



Legislative Branch

RL Number:

14-161

Date Submitted:

11/6/14

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Joe Yannuzzi

Title/Department: Water / Sewer Superintendent

Contact Information: 772-7210

RL Information

Proposed Title: An Ordinance to amend the 2014 Water Fund Budget to pay JSTP IPP

Suggested Content: see attached transfer request

Additional Information

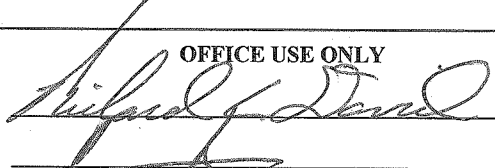

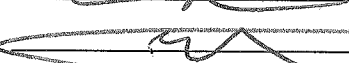
Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s):

OFFICE USE ONLY	
Mayor:	
Comptroller:	
Corporation Counsel:	
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>



Bring back to E&A

CITY OF BINGHAMTON

City Hall, 38 Hawley Street, Binghamton, NY 13901 607-772-7005

REQUEST FOR TRANSFER OF FUNDS

*Transfer requests of \$2500 or less must be approved by the Comptroller.
Transfer requests over \$2500 and not in excess of \$10,000 must be approved by Board of E&A and Chair of Finance Committee.
Transfer requests in excess of \$10,000 must be approved by City Council.*

City Comptroller
c/o Board of Estimate and Apportionment
38 Hawley Street
Binghamton, NY 13901

Date: 10/28/2014

I respectfully request the below described transfer of funds due to the following reasons:

Transfer funds to pay for JTSP IPP

From Budget Line (No. and Title)	To Budget Line (No. and Title)	Total Transfer Amount
FX9710.56000 Serial Bonds - Princ	FX8330.54665 JSTP IPP	\$85,600.63
FX9710.57000 Serial Bonds - Int	FX8330.54665 JSTP IPP	\$23,462.30

I do hereby certify that the funds will not be needed in the budget line from which I am requesting this transfer to be made.

Signature: _____

Date: 10/29/14

OFFICE USE ONLY

I hereby certify that the above funds are unencumbered and available for Transfer. Certified by the Comptroller.

Signature: _____

Date: 10/29/14

I hereby certify that the above described funds have been transferred, in accordance with the Code of the City of Binghamton Chapter 9, *Appropriations*. Certified by the Treasurer.

Signature: _____

Date: _____

Transfer of funds ☒ APPROVED ☐ DENIED ☐ on 10/29/14. Certified by the Secretary of the Board of Estimate and Apportionment.

Signature: _____

DEPUTY
CITY CLERK

Date: 10/29/14

Transfer of funds reviewed by the Binghamton City Council Finance Chair. Recommendations to be attached.

Signature: _____

Date: _____



CITY OF BINGHAMTON

City Hall, 38 Hawley Street, Binghamton, NY 13901 607-772-7005

REQUEST FOR TRANSFER OF FUNDS

Transfer requests of \$2500 or less must be approved by the Comptroller.

Transfer requests over \$2500 and not in excess of \$10,000 must be approved by Board of E&A and Chair of Finance Committee.

Transfer requests in excess of \$10,000 must be approved by City Council.

City Comptroller
c/o Board of Estimate and Apportionment
38 Hawley Street
Binghamton, NY 13901

Date: 10/28/2014

I respectfully request the below described transfer of funds due to the following reasons:

Transfer funds to pay for JTSP IPP

From Budget Line (No. and Title)	To Budget Line (No. and Title)	Total Transfer Amount
FX9730.57000 BAN - Interest	FX8330.54665 JSTP IPP	\$35,148.35

I do hereby certify that the funds will not be needed in the budget line from which I am requesting this transfer to be made.

Signature: [Signature]

Date: 10/28/14

OFFICE USE ONLY

I hereby certify that the above funds are unencumbered and available for Transfer. Certified by the Comptroller.

Signature: [Signature]

Date: 10/29/14

I hereby certify that the above described funds have been transferred, in accordance with the Code of the City of Binghamton Chapter 9, *Appropriations*. Certified by the Treasurer.

Signature: _____

Date: _____

Transfer of funds ☒ APPROVED ☐ DENIED ☐ on 10/29/14. Certified by the Secretary of the Board of Estimate and Apportionment.

Signature: [Signature] DEPUTY CITY CLERK

Date: 10/29/14

Transfer of funds reviewed by the Binghamton City Council Finance Chair. Recommendations to be attached.

Signature: _____

Date: _____



Legislative Branch

RL Number:

14-162

Date Submitted:

10/30/14

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Trish Keppler

Title/Department: Director of Personnel

Contact Information: pakeppler@cityofbinghamton.com 772-7067

RL Information

Proposed Title: Approval of 1/1/2014- 12/31/17 Collective Bargaining Agreement with

Teamsters Local 693.

Suggested Content:

Additional Information

Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s):

OFFICE USE ONLY	
Mayor:	
Comptroller:	
Corporation Counsel:	
Finance <input type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input checked="" type="checkbox"/> Rules/Special Studies <input type="checkbox"/>

LABOR AGREEMENT

2014 - 2017

LOCAL 693

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

AFL-CIO

BLUE COLLAR UNIT

AND THE

CITY OF BINGHAMTON

NEW YORK

TABLE OF CONTENTS	PAGE 2
DEFINITIONS	PAGE 5
§ 1 MANAGEMENT RIGHTS	PAGE 6
§ 2 PLEDGE AGAINST DISCRIMINATION AND COERCION	PAGE 6
§ 3 SPECIAL CONFERENCES.....	PAGE 7
§ 4 RECOGNITION.....	PAGE 7
§ 5 AID TO OTHER UNIONS	PAGE 8
§ 6 UNION DUES.....	PAGE 8
§ 7 UNION REPRESENTATION	PAGE 9
§ 8 UNION BULLETIN BOARDS.....	PAGE 10
§ 9 ACCESS TO PREMISES	PAGE 10
§10 PAYROLL RECORDS.....	PAGE 11
§11 SUPERVISORY EMPLOYEES.....	PAGE 11
§12 WORK RULES.....	PAGE 11
§13 WORKING HOURS AND WORKWEEK	PAGE 11
§14 OVERTIME	PAGE 12
§15 SENIORITY.....	PAGE 14
§16 PROMOTION AND METHOD OF FILLING POSITIONS	PAGE 16
§17 TRANSFERS, FILLING OF TEMPORARY VACANCIES, AND BIDDING POSITION ASSIGNMENTS.....	PAGE 16
§18 EMPLOYMENT OPPORTUNITIES.....	PAGE 18
§19 DISABLED EMPLOYEES	PAGE 18
§20 TEMPORARY EMPLOYEES.....	PAGE 18
§21 RATES AND OR SPECS FOR OLD AND NEW JOBS	PAGE 18
§22 EQUIPMENT CLASSIFICATION	PAGE 19

§23	ATTENDANCE	PAGE 19
§24	SICK LEAVE.....	PAGE 21
§25	SICKTIME BUYBACK.....	PAGE 22
§26	SICKTIME PAYOUT.....	PAGE 22
§27	PERSONAL LEAVE.....	PAGE 22
§28	VACATION LEAVE	PAGE 23
§29	HOLIDAYS.....	PAGE 25
§30	JURY DUTY.....	PAGE 26
§31	WAGES LONGEVITY AND ADJUSTMENTS.....	PAGE 27
§32	SHIFT DIFFERENTIAL.....	PAGE 27
§33	UNIFORMS, TOOLS, SPECIAL LICENSES AND ALLOWANCES.....	PAGE 27
§34	PERSONAL PROTECTIVE CLOTHING AND EQUIPMENT.....	PAGE 29
§35	HEPATITUS B VACCINE.....	PAGE 29
§36	HEALTH INSURANCE	PAGE 29
§37	SAFETY COMMITTEE	PAGE 30
§38	WORKERS COMPENSATION – (ON THE JOB INJURY).....	PAGE 30
§39	RETIREMENTS AND PENSION	PAGE 31
§40	STRIKES AND LOCKOUTS	PAGE 31
§41	LAYOFF	PAGE 32
§42	RECALL PROCEDURE	PAGE 32
§43	LEAVE OF ABSENCE	PAGE 33
§44	REINSTATEMENT IN ACCORDANCE WITH THE VETERANS LAW	PAGE 34
§45	GRIEVANCE PROCEDURE.....	PAGE 34
§46	GRIEVANCE PROCEDURE, TIME OF SUBMISSION, TIME OF RESPONSE	PAGE 36
§47	DISCHARGE AND DISCIPLINE	PAGE 36
§48	UNION MAILING ADDRESS.....	PAGE 38
§49	MAINTENANCE OF BENEFITS.....	PAGE 38

DEFINITIONS

- 1) **Department** – A division of the municipal workforce that is based on particular activities and responsibilities, e.g. Department of Public Works, Fire Department, or Police Department.
- 2) **Bureau** – A sub-division of a municipal Department, e.g. Sanitation Bureau. The Water Bureau and the Sewer Bureau are separate Bureaus within the Department of Public Works.
- 3) **Position** – A budgeted title for an employee that has been identified and located within a specific bureau.
- 4) **Title** – The name given to a specific job classification that is recognized by Civil Service.
- 5) **Entry Level Position** – One of the following five (5) Titled Positions:
 - a) Street Maintainer
 - b) Laborer
 - c) Janitor
 - d) Cleaner
 - e) Pump Maintenance Helper
- 6) **Zero Day** – A day with no pay.
- 7) **Project** – The combination of one or more related tasks performed in unison by several employees consistent with a singular goal or common purpose.
- 8) **Pattern** – Three occurrence's of a similar offense, e.g. calling in sick on a Monday, a Friday, and a Monday constitutes a pattern.

This is an Agreement entered into by and between THE CITY OF BINGHAMTON, NEW YORK, hereinafter referred to as "Employer" and TEAMSTERS LOCAL UNION NO. 693 OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (I.B.T.), hereinafter referred to as "TEAMSTERS LOCAL UNION NO. 693", under Article 14 of the Public Employees Fair Employment Act of the State of New York.

PURPOSE AND INTENT

This Agreement sets forth terms and conditions of employment to promote orderly and peaceful labor relations among the Employer, the Employees and Teamsters Local 693. These parties jointly acknowledge their shared responsibility to offer and provide proper service, and thereby promote the best interest of the community and public secure employment for the membership represented by this Agreement. Therefore, the Employer and Teamsters Local 693, both encourage friendly and cooperative relations between their respective representatives, and among all Employees, at all levels of organization.

IT IS UNDERSTOOD BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL (cf: Taylor Law, 204.A).

1. MANAGEMENT RIGHTS

- 1.1.** The Employer and Teamsters Local 693 recognize that the Employer has sole responsibility for managing City Government; controlling City property; and maintaining orderly and efficient operations. Accordingly, the Employer retains rights, including but not limited to, the following:
 - 1.1.1.** To select and direct the municipal work force, including:
 - 1.1.1.1.** The right to suspend or discharge an Employee, for just cause.
 - 1.1.1.2.** The right to; hire, assign, transfer, or promote all Employees.
 - 1.1.2.** To determine the amount of overtime.
 - 1.1.3.** To determine the number and locale of facilities, stations, etc.
 - 1.1.4.** To manage facility maintenance and repair.
 - 1.1.5.** To assess and assign supervision of Employees.
 - 1.1.6.** To engineer, design, procure, select, assign, and control facilities, machinery, tools, or equipment, including the means and methods of operation.
 - 1.1.7.** To procure and purchase services, by others, under contract or otherwise.
 - 1.1.8.** Except as may be otherwise and specifically limited to, by this Agreement. The Employer shall only make reasonable and binding rules consistent with this Agreement.

2. PLEDGE AGAINST DISCRIMINATION AND COERCION

- 2.1.** The provisions of this Agreement apply equally to all Employees in Teamsters Local 693 without discrimination as to age, sex, marital status, race, color, national origin, political affiliation, religion, disability, military status, sexual orientation, gender expression or identity, weight and height for any reason whatsoever.
 - 2.1.1.** The Employer and Teamsters Local 693 are equally responsible for applying these provisions of the Agreement.

- 2.2. Work rules shall be reasonable and shall be applied and enforced in a fair and equitable manner.
- 2.3. All references to Employees in this Agreement designate both sexes. Wherever or whenever the male gender is used in this document, the term shall be understood to include male and female Employees. The word, "Employee," as it appears in this Agreement, shall be interpreted to mean the singular or plural, whichever is applicable.
- 2.4. The Employer shall not interfere with an Employee's right to become a member of Teamsters Local 693. Neither the Employer nor any representative of the Employer shall discriminate, interfere, restrain, or coerce any Employee as a consequence of Union membership or because an Employee is acting in an official capacity on behalf of Teamsters Local 693 or any other cause.

3. SPECIAL CONFERENCES

- 3.1. Either the Mayor of Binghamton or the President of Local 693 may request a special conference.
 - 3.1.1. The Employer and Teamsters Local 693 agree that a special conference shall not be invoked or convened except for matters of importance and mutual concern.
 - 3.1.2. The special conference shall be scheduled, at the discretion of the Mayor, within thirty (30) days after the Mayor receives a formal request from Teamsters Local 693.
 - 3.1.3. The special conference shall be held at a reasonable hour, as agreed by the Employer and Teamsters Local 693.
 - 3.1.4. The Mayor may designate as many as two (2) additional representatives to attend the Special Conference on behalf of the Employer.
 - 3.1.5. Teamsters Local 693 President or his/her designee may attend the special conference on behalf of Teamsters Local 693, with no more than two (2) additional representatives from Teamsters Local 693. Union members who attend shall not lose time or pay as a consequence of attendance.
- 3.2. A Labor-Management Committee is hereby established to address important labor-management issues.
- 3.3. Labor-Management Committee meetings shall be scheduled upon request from the Employer or Teamsters Local 693.
- 3.4. Meetings of the Labor-Management Committee shall be attended by no more than three (3) Employer representatives and no more than three (3) Union representatives.
- 3.5. Labor-Management meetings shall be scheduled in advance and held during regular business hours, as agreed by participants.
- 3.6. Union representatives shall not lose time or pay as a consequence of attending a Labor-Management Committee meeting.
- 3.7. Immediately prior to the Labor-Management Committee meeting, Union representatives may hold a meeting to confer about relevant issues. The meeting shall be held in a location designated by the Employer, on City property, the Employer shall provide a place for confidential meeting between Union representatives.
- 3.8. **RECOGNITION**
The Employer shall grant Agency Shop to Teamsters Local 693, in accordance with the Taylor Law.

- 3.9. The Employer hereby recognizes Teamsters Local 693 as sole, exclusive representative for collective bargaining on behalf of all Employees of the Employer in the Department of Public Works: Bureau of City Services (Sanitation and Building & Shops), Bureau of Transportation (Streets, Signals and Central Garage), Bureau of Parks & Recreation, Bureau of Water, Bureau of Sewer, and other titles annexed as Appendix "E" (not all inclusive) of this Agreement, with the exception of clerical personnel, all competitive Class supervisory personnel, part-time, seasonal or temporary Employees, and appointed personnel not subject to any of the provisions of the Civil Service System.
- 3.10. "The parties agree that the Master Electrician position created by the city in 2009 is properly designated in the Civil Service Employees Association (CSEA). This designation is not a precedent for any other designation. The City agrees that any future title or position within the Street Lighting / Electrical Bureau will be represented by the Teamsters Union."
- 3.11. As sole, exclusive representative for collective bargaining, Teamsters Local 693 shall negotiate rates of pay, hours of employment and all other conditions of employment for the term of this Agreement.

4. AID TO OTHER UNIONS

- 4.1. The Employer shall neither; aid, promote, or finance any labor groups or organizations which purport to engage in collective bargaining, nor shall the Employer make any agreement with any such group or organization for the purpose of undermining Teamsters Local 693.

5. UNION DUES

- 5.1. The Employer agrees to withhold Union membership dues from the pay of each member of the collective bargaining unit who has given the Comptroller prior written authorization for this withholding.
- 5.2. With the Employees permission, the Employer shall withhold initiation fees, at the rate of five (\$5.00) per pay period until the balance owed (\$125.00) is fully paid.
- 5.3. The Employer shall deduct from the wages of all Employees party to this Agreement who are not members of Teamsters Local 693, an amount equivalent to the dues levied by Teamsters Local 693. This deduction shall be transmitted to Teamsters Local 693 within ten (10) days after it has been levied.
- 5.4. Teamsters Local 693 shall establish and maintain a procedure which allows any Employee, represented by Teamsters Local 693, to demands and receive a refund for any part of the Agency Shop withholding that represents the Employee's pro-rata share of expenditures, made by Teamsters Local 693 in support of an activity or cause, of political or ideological nature, which are only incidentally related to terms and conditions of employment. Teamsters Local 693 and all members of Teamsters Local 693 waive any claim against the Employer for deductions that were made in good faith or not honored, as the case may be.
- 5.5. The Employer shall make deductions for group disability and group life insurance from the pay of each Employee who executes, or has executed, prior authorization and who forwards, or has forwarded, this authorization to the Employer. Said deductions shall be contingent upon administrative procedures established by joint agreement between the Employer and Teamsters Local 693.
- 5.6. Check-off deductions shall be effective if and when a properly executed authorization has been submitted received by the Comptroller, unless otherwise established by joint agreement between the Employer and Teamsters Local 693.

- 5.7. The aggregate total of all payroll deductions, i.e. union dues and insurance benefit deductions, as described above, shall be remitted each month to a financial officer of the local Union, who has been previously designated for this purpose, in writing, by the local Union President. Any change in this designation or for this purpose that occurs during the term of this Agreement shall be designated, in writing, by the local Union President
- 5.8. No authorization for payroll deduction shall be recognized or accepted from any labor organization that purports to engage in collective bargaining, other than International Brotherhood of Teamsters Local 693, nor shall any deduction be taken from the paycheck of any Employee for, or on behalf of, any labor organization other than Teamsters Local 693 party to this agreement.
- 5.9. Teamsters Local 693 shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or any other liability that occurs by reason of action taken by the Employer, for the purpose of complying with this section of the Agreement. Assignees have no right or interest in any authorized withholding, until such withholdings are paid, in accordance with the following procedure: On forwarding payment of withheld deductions, transmitted by mail to the Assignee's last known address, the Employer, and its officers shall be released from all liability to the Employee assignors and to the assignees under such assignments.

6. UNION REPRESENTATION

- 6.1. The Employer and Teamsters Local 693 agree that Employees in the Department and subdivided units thereof that are covered by this Agreement shall be represented by a Union Steward who shall be a regular employee. In the absence of Teamsters Local 693 steward, a Union officer is empowered to act on behalf of the Steward.
- 6.2. Within ten (10) days after the signing date of this Agreement, the Employer shall prepare a roster of all Employees represented by Teamsters Local 693, which shall be transmitted to Teamsters Local 693. Each month thereafter, the Employer shall transmit, to Teamsters Local 693, any changes to membership, employment, dues, or agency fee deductions, as needed to update and maintain this roster.
- 6.3. Teamsters Local 693 shall provide to the Employer a current list of the officers and stewards and shall advise the Employer, in writing, of any changes.
- 6.4. The Employer hereby agrees that a Union steward, or designated Union representatives, shall be authorized to:
- 6.4.1. Investigate and process grievances.
 - 6.4.2. Post Union notices.
 - 6.4.3. Attend meetings.
 - 6.4.4. Transmit communications authorized by Teamsters Local 693, or Union officers, to the Employer or Employer representative.
 - 6.4.5. Consult with the Employer, Employer representatives, local Union officers, or other Union representatives concerning the enforcement of provisions of this Agreement.
- 6.5. The actions provided under this § 6.4 (above), taken or performed by Union officers or Union representatives may occur during working hours, on Employer premises, and without loss of pay, provided that prior approval is first obtained from the Commissioner of Public Works, or designee, and provided that such approval is not withheld unreasonably.
- 6.5.1. The Employee retains sole right to request and receive Union representation at meetings

with the Employer. However, no aspect of the foregoing procedure for Union representation shall prohibit an Employee from meeting with the Employer without Union representation.

6.5.2. No Agreement made between an Employee and the Employer shall bind Teamsters Local 693 nor can such an agreement be used as a precedent in the event of similar cases.

6.6. Two elected representatives of the local Union shall be permitted three (3) days in a calendar year, or an aggregate of six (6) days for one representative, to attend functions of the International Union and/or Union Council, such as conventions or educational conferences, without loss of time or pay. In addition to the foregoing, an aggregate of four days for one representative or two days for each of two representatives shall be granted without pay, but without loss of personal or annual leave.

6.7. Upon request from Teamsters Local 693, the Employer shall provide a room for an exclusive conference or private meeting between Union representatives and Employee(s) prior to Step 2, 3, or 4 of the Grievance Procedure, including discipline or discharge matters.

6.7.1. Teamsters Local 693 shall submit a room request to the Employer at least four (4) hours prior to the meeting.

6.7.2. No more than two (2) Union representatives may participate in an ongoing investigation of a grievance, on Employer time or under Employer compensation.

6.7.3. If Teamsters Local 693 steward is party to an investigation, the steward shall be considered one of the two Union representatives allowed for this purpose. If the steward is an aggrieved party, the steward shall not be counted as a Union representative for purposes of the grievance.

6.7.4. No more than three (3) representatives from Teamsters Local 693 shall attend a grievance hearing, unless one or more of Teamsters Local 693 representative is aggrieved or participating as a witness. The number of attending Union representatives from the Council or the International is not limited by this Agreement.

8. UNION BULLETIN BOARDS

8.1. The Employer shall provide and install a bulletin board in each Departmental facility or primary place of employment, for the exclusive use of Teamsters Local 693 (Local 693).

8.2. Teamsters Local 693 shall use the bulletin board to post notices and other matters of interest to Union members or to conduct other Union business, as approved by the local membership and/or Local Union Executive Board. The content of the bulletin board shall be controlled and policed by officers of Teamsters Local 693.

8.3. Teamsters Local 693 retains the right to erect enclosed bulletin boards, at its own expense, at existing locations, contingent upon Employer approval of the design used for the bulletin boards.

9. ACCESS TO PREMISES

9.1. The Employer shall permit representatives of Teamsters Local 693, as well as representatives of the Council or International organization who are accompanied by representatives of Local 693, to enter the premises of the Employer, for the purpose of meeting with individual Employees to discuss working conditions, as long as the appropriate Department Head, or his designee of an Employee has confirmed that the proposed time and place of the meeting do not unduly interfere with the immediate duties and responsibilities of the Employee(s).

- 9.2. No more than two (2) Union officials, other than the elected representatives of Local 693, shall be permitted to enter the premises of the Employer.

10. PAYROLL RECORDS

If a dispute arises between the Employer and an Employee regarding payroll or vacation benefits, Teamsters Local 693 steward or duly designated Union representative shall have the right, upon written request given to the Employer, to review said records.

11. SUPERVISORY EMPLOYEES

Supervisory Employees shall not engage in work properly belonging to or assigned to other Employees in Teamsters Local 693, except in those cases where there is need for an emergency response and no qualified person is available to provide service.

12. WORK RULES

- 12.1. The Employer agrees to consult with Teamsters Local 693 ten (10) days prior to the establishment of new work rules or the modification of work rules. A complete listing of all City work rules is attached as Appendix "F".
- 12.2. When any existing rules are changed or new rules are established, they shall be posted on all bulletin boards for a period of at least one week before becoming effective.
- 12.3. Employees shall comply with all existing reasonable work rules that are not in conflict with the terms of this Agreement.
- 12.4. Any complaint as to the reasonableness of any new work rule, or any complaint involving discrimination in the application of new or existing work rules shall be resolved through the grievance procedure.

13. WORKING HOURS AND WORKWEEK

- 13.1 The regular hours of work each day shall be consecutive, except for interruptions for lunch periods.
- 13.2 The regular workweek shall consist of 40 hours, Monday through Friday inclusive, and the workday shall be 8 consecutive hours within a 24 hour period with the following exceptions:
- 13.2.1 The Employer will not schedule an employee to work during a pre-approved scheduled vacation, except in an emergency. Emergency, for purposes of this Section 13, shall be defined as the need for manpower to provide essential City services as determined by the Public Works Administration which shall be defined as the Commissioner, Deputy Commissioners or any higher administrative position or person with statutory authority to declare an emergency.
- 13.2.2 The Employer shall have the right to establish a 10 hour, 4 day workweek, in all operations deemed necessary by the City. The Employer shall bid any and all ten-hour day assignments, with the most senior employees within affected bureau given preference for the assignments. If there should not be enough volunteers, then the Employer shall assign employees in the inverse order of seniority in order to obtain the manpower needed.
- 13.2.3 The Parks Dept will have one employee, either a volunteer offered by seniority or the least senior employee, if there are no volunteers, to work a Saturday, Sunday, Monday, Thursday and Friday schedule starting the last Saturday in April and ending the Friday after Columbus day. The employee will be paid an additional \$1.00 per hour for all hours paid, including vacation time, sick time and personnel leave time, taken while on this

schedule.

- 13.3 All employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time.
- 13.4 Special work schedules showing the employees' shifts, workdays and hours shall be posted on relevant department bulletin boards at all times.
- 13.5 The Employer shall maintain and make available to employees, a daily record showing time worked.
- 13.6 In the event of a public transportation breakdown, severe storms, floods, or acts of God, strikes and similar occurrences, an employee's failure to report to work or an employee's reporting to work after his schedule starting time will be excused upon notification and approval of Commissioner of Public Works or designee, within one week after termination of the events referred to above.
- 13.7 Work schedules shall provide for a 10-minute break during each one-half work shift. This break shall be scheduled as close to the middle of each one-half shift as possible.
- 13.8 Employees who for any reason, work beyond the regular quitting time into the next shift, are entitled to at least a 10 - minute break period before they start work on such shift. In addition, they shall be granted the regular break period that occurs during the shift.
- 13.9 Except for emergency situations, work schedules cannot be changed unless the changes are first discussed between the Union and the Employer and only then to meet the operational needs of the Employer to maintain operational efficiency.
- 13.10 Employees shall be granted a 10-minute personal clean up period prior to the end of each work shift.
- 13.11 In the discretion of the immediate supervisor, an employee, because of the nature of his work assignment, may be permitted to return to his department headquarters to clean up prior to eating his lunch, if there is a lack of cleaning facilities at or near the site of his work provided he is able to return to his job site within the time allotted for such a period.
- 13.12 Under no circumstances shall an employee be sent home during his regular scheduled shift, without a minimum of four hours pay, because of a lack of work or inclement weather; however if any part of the four hours is worked, then the employees shall be paid for the entire eight hours.
- 13.13 The Employer will make every effort to afford to those employees that finish their workweek on other than the normal day of Friday, their paychecks on their last day of work during the pay period as presently scheduled. It is understood that occurrences such as machinery breakdowns, lack of sufficient manpower and shortened workweeks due to holidays, etc., may unavoidably cause the Employer to delay issuing checks until the normal Friday payday. The Union agrees that any employee, who cashes or attempts to cash his check before the date printed on that check, shall lose his privileges under this section.

14. OVERTIME

- 14.1. All employees covered by this Agreement shall be paid time and one-half their regular straight time rate of pay for all work performed in excess of eight (8) hours in any work day, all work performed in excess of forty (40) hours in any work week except as may otherwise be stated in this Agreement and all work performed before or after any scheduled work shift. This provision shall not be construed to provide for a pyramiding of overtime. If an employee has a vacation, personal day or holiday, that day will be used to calculate overtime, as long as this action

complies with **Section 28** and **Section 29** of this Agreement.

- 14.1.1.** Employees using sick leave may be denied overtime opportunities if the employer has reasonable cause to believe the employee is unable to perform his work or has abused sick leave during the same workday. The burden of proof in denying the overtime will be upon the employer.
- 14.2.** Overtime shall be on a rotation basis, and shall be offered to employees on a rotation basis within job classification and bureau. Overtime shall be offered equally to employees working within the same job classification. If an employee has chosen to not be called for overtime, the Employer may remove the employee's name from the overtime lists, except for emergency calls. Supervisory employees shall not be permitted to work out of their class, except in cases where properly classified employees have been called out but are not available.
- 14.3.** Employees who are offered overtime work on this basis, but decline or who are unavailable when called, should be considered to have worked for purposes of attempting, as far as possible to equally distribute the overtime. The overtime list should be maintained and made available for inspection on a reasonable basis to the Union and kept up-to-date in each department. This applies to all overtime for which an employee is called in.
- 14.4.** An employee called for emergency duty, in addition to his regular working hours, shall receive not less than 4 hours pay. The employee's time shall be computed from the time he is called, provided that the employee reports to work within 1/2 hour of the time he is called. The employee shall receive time and one-half his regular rate of pay for the time actually worked, and if he does not work 4 hours, he shall receive straight time for the remaining time to a minimum of 4 hours, except that if the call time work assignment and the employees regular shift overlap, the employee shall then be paid the call time rate of time and one-half until he completes 4 hours' work. The employee shall then be paid for the balance of the regular work shift at straight time.
- 14.5.** Overtime shall be voluntary, except in cases of emergency and, as provided for in **Section 13.9**.
- 14.6.** Any employee required to work 4 hours of overtime following his regular full day shall then be granted one-half hour off with pay for the purpose of eating. A similar one-half hour off with pay shall be granted for each such 4-hour period of overtime, to be followed by additional overtime. This provision is intended to apply to only emergency overtime work following regular working hours.
- 14.7.** Supervision shall determine if an employee has worked sufficient hours after his regular shift to be sent home. However, should it be necessary to send an employee home prior to the end of his regular work shift for the purpose of recalling such employee to work another shift, which begins at the end of the employee's regular work shift or any time thereafter, or if such employee's work shift is split with an interval of more than 3 hours before his assigned call-back time, then such employee shall be paid time and one-half his regular rate of pay for all hours worked on such reassignment. Under no circumstances shall an employee be sent home during his regularly scheduled shift without a minimum of 4 hours pay because of lack of work or inclement weather; however, if any part of the 4 hours is worked, then the employee shall be paid for the entire 8 hours.
- 14.8.** It is understood that in situations where following the normal overtime procedures will jeopardize the completion of a project, the regular rules set forth in **Section 14.2** above regarding overtime shall not apply. In these cases, overtime shall be offered first to the employees regularly working the specific project which requires overtime. However, if the completion of the project will require more than four (4) hours additional time beyond the regular shift or more than two (2) consecutive days of overtime equaling eight (8) hours or more, then the regular rules regarding overtime shall apply.

- 14.8.1** It is understood that on blacktopping entire streets, road resurfacing or major road repairs other than potholes, senior employees within job classifications shall be allowed to bid said assignments on an annual basis. All overtime work on said jobs shall be given to employees assigned as above. If any of said employees do not wish to work overtime on a particular day, then the normal rules regarding overtime shall apply to his position.
- 14.8.2** Notification of said jobs shall be given to the Union by the employer one (1) week in advance unless otherwise agreed to by both the Union and the Employer.
- 14.9** The Employer shall have the right to require up to but not more than two (2) hours of overtime per day or ten (10) hours per week. If the Employer invokes this right, it shall be done in the following manner: Employees assigned to the particular job in question shall first be asked to volunteer. If there should not be enough volunteers, then assignment shall be made in the inverse order of seniority from those assigned to the particular job.
- 14.9.1** On any and all shift continuations the Employer shall guarantee one hour overtime and the employee may be required to work that hour, at the Employer's discretion. Any time worked in excess of one-hour overtime shall be paid in blocks of fifteen minutes for any portion of same worked, (one to fifteen minutes - 15, sixteen to 30 - 30 and so on) . The Employer shall only be allowed to require up to but not over more than two (2) hours of overtime per day on a continuation of shift in other than ten hour per day operations.
- 14.9.2** If the employer schedules a Four (4) consecutive ten (10) hour shift, any work performed in excess of ten hours per shift will be paid at the rate of time and one-half.

15. SENIORITY

- 15.1.** Any person newly hired is considered a Probationary Employee for up to the first twelve (12) months of employment in accordant with Civil Service rules. Any Employee who transfers into Teamsters Local 693, from a position outside Teamsters Local 693 is considered a New Employee for purpose(s) of Seniority and Probationary Status.
- 15.1.1.** The Probationary Period shall be completed within one (1) year.
- 15.1.2.** When a New Employee has completed the Probationary Period, the New Employee shall be entered on the Seniority List for Teamsters Local 693, retroactive to the initial date of employment within Teamsters Local 693.
- 15.1.3.** There is no Seniority among Probationary Employees. When a New Employee has completed the probationary period, the New Employee shall receive all benefits afforded to all regular Employees.
- 15.1.4.** When more than one employee has the same hire date, the employees will be placed by using last names alphabetically, e.g. Atwater, Frank would be senior to Bukowski, Charles, if or when both employees had the same hire date.
- 15.2.** Teamsters Local 693 shall represent Probationary Employees in relation to collective bargaining for rates of pay, wages, hours of employment and other conditions of employment as set forth in Section 1 of this Agreement, except Teamsters Local 693 shall not represent a Probationary Employee who has been disciplined or discharged for reason other than Union activity.
- 15.3.** Voluntary resignation, discharge for just cause, or retirement shall break the continuous service record of an Employee.

- 15.4. The break in continuous service, caused when an Employee has voluntarily resigned or retired, subsequently returns to work in any capacity, shall be removed from that Employee's seniority record. Time restored and credited to an Employee under these circumstances is limited to the period during which the Employee was a working member of Teamsters Local 693.
- 15.5. If an Employee who was initially hired under the CETA program was subsequently hired for permanent employment, the Seniority Date shall be the Employee's date of full-time employment under the CETA program
- 15.6. The Employer shall be responsible for compiling and maintaining a current Seniority List, in accordance with the following procedure:
- 15.6.1. On the date this Agreement is executed, the Employer shall compile and issue a Seniority List.
- 15.6.2. The Seniority List shall be set up on a departmental or sub-unit basis.
- 15.6.3. The Seniority List shall show the Name, Title, and Date of Hire within Classification for each Employee eligible for seniority credit.
- 15.6.4. The Employer shall transmit a current Seniority List to the Secretary of Teamsters Local 693, upon written request and no less than once annually, on or before January 31 of each year.
- 15.7. Seniority is contingent upon employment within Teamsters Local 693 and it is based on the Employee's initial Date of Hire. Seniority credited and earned shall include all time worked in Teamsters Local 693.
- 15.8. Seniority shall apply to layoffs, promotions, transfers, and any other benefits afforded by this Agreement, except where specifically stated otherwise.
- 15.9. An Employee shall lose his seniority during any period off the payroll for the following reasons:
- 15.9.1. Quitting
- 15.9.2. Being absent without authorization for a period of one week without a satisfactory explanation.
- 15.9.3. Upon discharge, if the discharge is not reversed through the procedure set forth in this Agreement.
- 15.9.4. Not returned to work when recalled from a lay-off, as set forth in the Recall procedure.
- 15.9.5. Retirement
- 15.10. The Employer shall grant shift preference based on seniority within the departmental or sub-unit Classification, provided a Known Vacancy exists. A Known Vacancy is a position that is known to be vacant for a period of more than three (>3) days duration, as the result of vacation, Sick Leave, Leave of absence, etc.
- 15.11. If the Employer is making a temporary work assignment that requires an Employee to work in a lower Classification or to use equipment typically limited to work of a lower Classification, the Employer shall offer this work to the most senior employee available.
- 15.11.1. If voluntary preference for such work has been solicited and no more senior employee is available, the Employer shall assign the work to the Employee with the least seniority within the departmental Classification or within the sub-unit

Classification.

- 15.12. If the Employer is assigning an Employee to a temporary assignment in another department or sub-unit, and, if an Employee within the department or sub-unit where the temporary assignment is being made would prefer the assignment, then, the Employer shall give preference to the Employee(s) with the most seniority, experience and qualifications when making the temporary assignment. Under these circumstances, a more senior Employee may defer the assignment to a less senior Employee within the department or sub-unit.

16. PROMOTION AND METHOD OF FILLING POSITIONS IN TEAMSTERS LOCAL 693

- 16.1. The term, "Promotion," means "to advance an Employee into a higher paying position."
- 16.2. Whenever a Promotion is pending or whenever a new Job Classification opens or whenever a Position Vacancy (henceforth, "Vacancy") occurs, other than a Temporary Appointment within the Competitive Class or where applicable in the Non-Competitive Class, the Vacancy shall be filled in accordance with Civil Service Rules of Procedure.
- 16.2.1. Whenever a Promotion and /or Vacancy is to be filled, (except for entry-level positions) it shall be made from within Teamsters Local 693, as long as the Applicant meets the qualifications and experience required for the Position. For purposes of this Section, "Qualifications and Experience" is understood as defined in Appendix C of this Agreement.
- 16.2.2. For the purpose of filling vacancies the term (entry level position includes the following titles: Street Maintainer, laborer, janitor, cleaner, and pump maintenance helper.
- 16.3. If a new Position or Vacancy occur in the competitive Class, which cannot be filled because of the absence of an appropriate Civil Service list, or in the non-competitive Class (other than entry level) the Position shall be posted on all bulletin boards for a period of ten (10) working days, stating the job title, pay rate, and necessary qualifications for the job.
- 16.3.1. If more than sixty (60) calendar days have passed since any previous posting, the Position or Vacancy must be re-posted before it can be filled.
- 16.4. An Employee may respond to a posted position or vacancy by preparing a written application and submitting the application to Civil Service.
- 16.5. A Position or Vacancy shall be filled by selecting a candidate for appointment from those Employees who have submitted an application and who have been qualified by the Municipal Civil Service Commission. If more than one candidate qualifies for the Position, selection shall be determined by Seniority within the Department first. If there are no qualified applicants within the department, then qualified Teamster applicants outside the department will be determined by Seniority.
- 16.6. Whenever an Employee has been selected to fill a Position or Vacancy, the appointment shall be probationary for the period specified by Civil Service Rules of Procedure.
- 16.6.1. If the Employer determines that a probationary Employee does not meet the requirements or responsibilities of the Probationary Position, the Employer shall restore the Employee to the Position held by that Employee prior to the probationary appointment.
- 16.6.2. An Employee who is working in a Probationary Position has the right to revert to their former Position, at any time throughout the Probationary Period.
- 16.7. An Employee who is working in a Probationary Position shall be paid (compensated) at the Rate

of Pay for the new Class, throughout the probation period, except that in no case shall the Employee be paid less than the Rate of Pay of their former Class.

17. TRANSFERS, FILLING OF TEMPORARY VACANCIES AND BIDDING POSITION ASSIGNMENTS

- 17.1.** If the Employer transfers an Employee into a Temporary Position that is not included in Teamsters Local 693, the Employee shall accumulate Seniority for the period of employment in that Position. The Employee shall retain all rights and benefits accrued as a member of Teamsters Local 693, provided in this Agreement.
- 17.1.1.** Temporary shall be defined as not more than six months). An Employee that remains in a position beyond the six months shall retain no rights or benefits that would be accrued by a Teamster Local #693 member.
- 17.2.** If the Employer transfers an Employee into a Position that is not included in Teamsters Local 693, shall be subject to Probationary Appointment, as specified in the Civil Service Rules of Procedure.
- 17.2.1.** If the Employer finds that the Employee does not meet the requirements or responsibilities of the Position, the Employer shall restore the Employee to the Position held by that Employee prior to the probationary appointment.
- 17.2.2.** The Employee retains the right to revert to their former Position, at any time throughout the Probationary Period.
- 17.3.** Employees who have been displaced by the elimination of jobs through job consolidation (combining the duties of two or more jobs; the installation of new equipment or machinery; the curtailment or replacement of existing facilities; the development of new facilities; or for any other reason), shall be permitted to exercise the rights established in **Section "41. LAY-OFF,"** or in **Section "42. RECALL PROCEDURE,"** of this Agreement.
- 17.4.** An Employee who prefers a different job may prepare a written application for transfer and submit it to the Employer. The application shall state the reason or reasons for the requested transfer.
- 17.5.** Qualified Employees requesting transfers in writing for reasons other than elimination of jobs shall be transferred to equal or lower paying jobs, on the basis of seniority within Teamsters Local 693, provided a vacancy exists and provided there are no candidates who applied within the department. The Employer shall not deny a request for transfer without reason. Employees requesting a transfer to an entry level position are required to have submitted a written request to transfer prior to the position becoming vacant.
- 17.6.** A Temporary Vacancy for a Position within Teamsters Local 693, which has resulted from vacation, illness, etc, shall be filled in accordance with following procedure:
- 17.6.1.** If a Civil Service list for said job exists, then the temporary job shall be offered to those Teamster Local 693 employees whose names appear on said list, notwithstanding the fact that the list would have expired according to Civil Service rules of procedure, and without regard to seniority.
- 17.6.2.** If the job is not filled pursuant to Subsection 1 above, the Employer shall fill the Vacancy by offering the Position, based on Seniority, to a duly qualified, regular, full-time Employee.
- 17.7.** If the Employer assigns an Employee to fill a Temporary Vacancy that is normally compensated at Rate of Pay higher than the Rate currently received by that Employee, and if the Employee works in that Classification for more than five (5) days in any one (1) calendar year, the Employer

shall compensate the Employee at the higher Rate of Pay.

17.7.1. This condition does not apply to an Employee who, at their own request, is working under a different Classification, i.e. "out of title," to gain experience or be trained in that Class.

17.7.2. If the Employer assigns an Employee to fill a Temporary Vacancy in a lower Classification, the Employee shall be compensated at a Rate of Pay no less than his regular Rate of Pay.

17.8. If and when the Employer separates the Streets Bureau from the Sanitation Bureau; all employees currently in Streets and Sanitation shall bid by seniority into either bureau, until all positions are filled. All future bids shall be for open positions only.

17.9 Employees working in Street and Sanitation on the first shift will be allowed to bid the position assignments of recycling, garbage and paving every 2 years.

17.9.1 Specific pieces of equipment or hardware are not subject to bid.

18. EMPLOYMENT OPPORTUNITIES

The Employer shall grant a Leave of Absence Without Pay to an Employee who is required to serve temporarily, provisionally, for trial periods, or for periods necessary to qualify for permanent appointment to a competitive Class, or another Position of higher Class that requires such conditions to be met, or where an Employee is offered a job on a permanent transfer, so long as said employment is with any agency of the Employer.

19. DISABLED EMPLOYEES

While the Employer is not obligated to create a job for disabled employees, the employer shall try to place disabled employees in available vacant jobs which they are able to perform. The pay rate shall be consistent with the title.

20. TEMPORARY EMPLOYEES

20.1. A temporary employee as indicated above shall not include any new employee of the City hired to fill a budgeted, full-time position where both of the following two conditions (22.1.1, 22.1.2) apply:

20.1.1. The vacancy being filled is deemed temporary because the incumbent vacating the position has been promoted or transferred and is serving a probationary period in the new position and has retreat rights to the position during such probationary period.

20.1.2. The vacancy is in a classification that Civil Service Rules and Regulations shall not allow for a provisional appointment because the position is not classified as competitive. In such cases, even though the new employee shall be deemed by Civil Service to hold a temporary appointment, such employee shall receive full fringe benefits and shall be subject to the provisions of Section 3, Union Dues, above. Further, such an individual shall be required to serve the normal probationary period after their temporary appointment expires.

20.1.3. This agreement neither creates any new retreat rights nor confers any existing retreat rights to any employee, except as such rights currently exist and are otherwise deemed applicable to such an employee under Civil Service law.

20.2. RATES AND/OR SPECIFICATIONS FOR OLD AND NEW JOBS

When a new position is being placed in Teamsters Local 693, but cannot be placed within an existing Classification or be described by an existing set of duties or requirements, the Employer or Employer representative shall notify Teamsters Local 693, prior to establishing a rate structure,

- specifications, and requirements for the new Position.
- 20.3.** In the event that Teamsters Local 693 does not or cannot agree with the proposed change, the new Position shall become subject to negotiation, including the PERB impasse procedure, as needed for timely resolution.

21. EQUIPMENT CLASSIFICATION

For the purposes of this Agreement, the following pieces of equipment are hereby Classified as "Heavy, Specialized": bulldozer, grader, roller (≥10-ton mgw), tractor, trailer, snow loader and conveyor, street sealing equipment, belt loader, Sno-Go crane, backhoe, front end loader.

22. ATTENDANCE

- 22.1.** Combining all of the following accrued days: vacation, personal, and sick – employees within the blue collar unit shall be allowed to use a total of ten (10) accrued one-half days per calendar year. **Employees taking one-half days do not have to report to Occ. Med for evaluation.**
- 22.2.** Where an employee is absent without approved leave credit the Department Head may grant an employee time off on a daily basis without pay, only after they have expended all personal, sick, and vacation time accrued. However, the employee shall be required to produce proof of a satisfactory explanation within five workdays for each time off (the employee is required to follow call in procedures).
- 22.2.1.** If the Employee does not submit a satisfactory explanation of the absence to the Employer, that Employee may be subject to Progressive Disciplinary Action(s).
- 22.2.2.** If an employee has vacation, sick, or personal leave time, they must use that time before requesting a "zero" day. (Zero day is a day with no pay)
- 22.3.** The Employer and Teamsters Local 693 agree that unauthorized use and abuse of Sick Leave does not serve the best interest of the City or of Teamsters Local 693. Further, both parties agree that unauthorized and abusive use of Sick Leave must be curbed. Therefore, the Employer and Teamsters Local 693 agree to the following provisions shall apply from the date of this contract forward.
- 22.4.** If an Employee uses six(6) days of Sick Leave in a calendar year (for this purpose one-half sick day counts as one towards the seven days), the Employee shall receive a disciplinary letter advising the Employee about the abusive pattern of Sick Leave. An employee who is admitted to the hospital and provides the documentation to support this, will not have the time he is out count towards the 6 day sick letter. An illness or injury which causes an employee to be out sick 5 or more work days and provides valid medical documentation, will only have one day count towards the 6 day sick letter. All documentation for aforementioned situations will be provided to the Director of Personnel and Safety for approval. Thereafter for the remaining part of the calendar year, the Employee shall proceed as follows:
- 22.4.1.** An Employee who is regularly scheduled to work Day Shift shall first call-in sick and then report to the UHS Occupational Health Center, between the hours of 7:30 AM and 8:00 AM.
- 22.4.2.** An Evening or Night Shift Employee shall first call-in sick and then contact the On-Call Nurse for the Occupational Health Center, by calling the United Health Services (UHS) operator at (607) 762-2200. The On-Call Nurse from Occupational Health Center shall speak with the Employee and determine whether the Employee should see a Qualified Health Care Professional for evaluation and diagnosis. If so, On-Call Nurse shall then schedule this procedure at the UHS Occupational Health Center.
- 22.4.3.** The UHS Qualified Health Care Professional, designated by On-Call Nurse from

Occupational Health Center, shall have the sole authority to determine whether the Employee is fit for duty.

- 22.4.4.** If the UHS Qualified Health Care Professional determines that the Employee is unfit for duty due to a reason other than alcohol impairment, the Employer shall pay the full cost of the visit.
- 22.5.** If the UHS Qualified Health Care Professional determines that the Employee is unfit for duty due to a reason other than alcohol or drug impairment, the individual shall be eligible to utilize accrued Sick Leave, if any is available to the Employee.
- 22.5.1.** It is recommended that the individual follow the UHS Qualified Health Care Professionals recommendation(s) regarding further care including medications or referrals to another UHS Qualified Health Care Professional, whether at the UHS Occupational Health Center or elsewhere.
- 22.6.** In the event a UHS Qualified Health Care Professional finds that an individual is unfit for duty due to alcohol or drug impairment based on "reasonable suspicion", the individual shall pay the full cost of the visit.
- 22.7.** If a UHS Qualified Health Care Professional determines that an Employee is fit to perform normal or modified duty assignments, the Employee shall report for duty immediately upon leaving the UHS Occupational Health Center or be subject to an automatic charge of being "Absent Without Authorization" (AWA), in accordance with the work rules of this Agreement.
- 22.7.1.** If an Employee reports to work, immediately after a UHS Qualified Health Care Professional has determined that the Employee is fit to perform normal or modified duty assignments, the Employee shall be paid for a full, regularly scheduled, work shift.
- 22.7.2.** If a UHS Qualified Health Care Professional determines that an Employee is capable of modified duty, with certain restrictions, the Employer shall be contacted immediately to ascertain if, within reason, the Employee who has such restrictions can be accommodated. The Employee shall remain at the UHS Occupational Health Center until such time as this decision can be made by the Employer.
- 22.7.3.** During any given calendar year period, the Employer is responsible for the cost of the first two diagnostic assessments, as required for the UHS Qualified Health Care Professional to determine whether a specific Employee is fit for duty.
- 22.7.4.** After the second assessment, the Employee shall be responsible for the cost of any subsequent diagnostic assessments, during the same calendar year.
- 22.7.5.** In all cases where an Employee is diagnosed and found eligible for assignment under modified duty, the Employer shall pay the full cost of the diagnostic assessment, as long as the Employee reports for modified duty.
- 22.8.** If an Employee fails to fully cooperate with a UHS Qualified Health Care Professional, or if an Employee refuses to sign an "Authorization for Treatment" form, as provided by the UHS Qualified Health Care Professional, the Employer has grounds to enter an automatic AWA charge against that Employee.
- 22.8.1.** Under no circumstances shall UHS give the Employer access to the medical records of any Employee (i.e. diagnosis and treatment), without prior written consent from the Employee.
- 22.8.2.** A UHS Qualified Health Care Professional is authorized to inform the Employer about health-related, restrictions on performance that would make the Employee eligible to

request a modified duty assignment.

- 22.9** If an Employee is charged with automatic, unpaid, AWA, pursuant to the terms and conditions of this § of the Agreement, the disciplinary action shall proceed in the same manner as any other AWA, as provided by the work rules and penalties under this Agreement, up to and including discharge.

23. SICK LEAVE

- 23.1.** Any Employee covered by this Agreement contracting or incurring any non-service connected sickness or disability which renders such Employee unable to perform the duties of his employment, quarantined by health authorities, making a visit to a physician which cannot be scheduled in the Employees non-working hours or medical visits made as a result of job-incurred sickness or injury shall receive Sick Leave with pay, provided the Employee has the required accumulated Sick Leave.
- 23.1.1.** Employees covered by this Agreement shall earn and accumulate Sick Leave credits at a rate of one day each month.
- 23.1.2.** An Employee shall not earn Sick Leave credits for any month unless he is in full pay status for at least fourteen (14) days during such month.
- 23.1.3.** Any Employee not using Sick Leave in a consecutive nine (9) month period within a calendar year shall receive an additional Sick Day (maximum of one (1) each year) to be added to the Employee's accumulated Sick Leave bank.
- 23.2.** In the event that a question arises concerning the amount of Sick Leave due an Employee, Teamsters Local 693 steward or any other Union officer shall, upon written request be granted access to the Sick Leave records of the Employee involved in the dispute.
- 23.3.** Employees shall be eligible to earn and use sick leave upon the completion of ninety (90) days of employment.
- 23.4.** Sick Leave shall be granted upon approval of the Department Head, and in cases such sickness is for a period of more than 5 days, must be accompanied by a valid certificate from the attending physician.
- 23.5.** In cases where an Employee has utilized twelve (12) or more Sick Days in one calendar year, without a doctor's certificate, a request for any additional Sick Leave shall be accompanied by a doctor's certificate to qualify the Employee for Sick Leave with pay, provided that the Employee has the required accumulated Sick Leave.
- 23.6.** The use of Sick Leave by an Employee for purposes other than as set forth in subsection (23.1) herein shall subject the Employee to disciplinary action.
- 23.7.** Sick Leave may be figured on a half-day basis.

The Employee may use four (4) hours of Sick Leave in a calendar year in one (1) hour increments on the condition that the Employee gives five (5) days written notice to a Deputy Commissioner of a doctor's appointment and takes the hour at the beginning or end of his shift.

The Employer may, in its sole discretion, on recommendation of the Employee's immediate supervisor, approved by the Commissioner or a Deputy Commissioner of Public Works, waive the five (5) days written notice.

24. SICK TIME BUYBACK

- 24.1 In order to provide an incentive for employees to accumulate and maintain an adequate amount of sick leave, the City has initiated a "sick day buyback plan". Under this plan employees who do not use sick days will be compensated by the City purchasing back some of the days not used that were earned in the relevant year.

The sick day buy back incentive plan will be implemented only at the employee's written request which must be provided to the employer by January 1st of each year of the contract, to receive payment for sick days accumulated in the previous year.

In order to qualify for the plan the employee must first accumulate and not use six (6) days of sick leave in the relevant year. Any sick days not used in excess of the six days of accumulation will be bought back by the City at the employee's regular rate of pay. Pays will be made once a year and included in the final January paycheck of the succeeding year. Only employees hired prior to June 1st of each year would qualify for the program in that year.

Buy-back Example:

Sick Days Accumulated	Sick Days Bought Back
0-6	0
7	1
8	2
9	3
10	4
11	5
12	6
13	7

25. SICK TIME PAYOUT UPON RETIREMENT

- 25.1. Upon retirement from employment with the City of Binghamton, an Employee is entitled to payment equivalent to sixty-six and two-thirds percent (66.66%) of the Employee's most recent, regular, daily Rate of Pay.
- 25.2. Payment shall be made for each earned and accumulated Sick Leave day, up to a maximum of one hundred fifty (150) days.
- 25.3. The maximum payment, pursuant to this Section, shall be the equivalent of one hundred (100) days of pay.
- 25.4. Unless the Employer and Teamsters Local 693 agree otherwise, the Employee may take payment for accumulated Sick Leave in either one of two ways: as a cash payment or as payment applied to offset the cost of post-retirement, health insurance premiums.
- 25.5. To be eligible for this benefit (payout for accumulated Sick Leave), an Employee has to have worked at least half of the workdays during the last three (3) calendar months immediately prior to retirement. Right to waive this condition is reserved by the Employer.

26. PERSONAL LEAVE

- 26.1. Employees are entitled to five (5) Personal Leave days each year that may be used whenever needed and shall not be denied.
- 26.2. The Employee shall request Personal Leave at least twenty-four (24) hours prior to the regularly scheduled shift, except in the event of emergency. The reason for an emergency PL, day must be provided in writing to the Department Head. An employee proven to have provided a false explanation shall be subject to appropriate disciplinary action. Any denial of such an emergency personal leave request shall be subject to the grievance and arbitration provisions of the labor agreement.
- 26.3. Personal Leave is not cumulative and must be used within the calendar year.

27. VACATION LEAVE

- 27.1. Every Employee who was hired prior to January 1, 1991, shall earn credit toward annual Leave at the rate of one-half (1/2) day of credit for each bi-weekly pay period, during which the Employee has received full pay for at least seven (7) work days during the pay period.
- 27.2. Every Employee who is party to this Agreement shall earn and receive credit for additional Leave in accordance with the following schedule:

Completed Years of Service	Additional Annual Leave Days
1	1
2	2
3	3
4	4
5	5
6	6
7-17	7
18 or more	12

- 27.3. A newly appointed member of Teamsters Local 693, who was hired and employed subsequent to January 1, 1991, shall earn and accumulate credit for annual Leave in accordance with the following schedule:
- 27.3.1. After one (1) year of service - five (5) vacation days
- 27.3.2. After two (2) years of service - ten (10) vacation days
- 27.3.3. After three (3) years of service - fifteen (15) vacation days
- 27.3.4. After four (4) years of service - Employees shall receive the same vacation schedule as those Employees hired prior to January 1, 1991 (see Subsection 28.2)
- 27.4. If an Employee is separated from service, the Employer shall provide compensation, to the Employee, for all unused annual Leave credits that were earned prior to and including the last day of Employment.
- 27.5. If an Employee is deceased while in service, the Employer shall pay the estate of the Employee, for earned vacation.
- 27.6. At the discretion of the Commissioner or designee, an Employee is allowed to hold over a maximum of five (5) days of credit for annual Leave, up until and including March 31st of the

following year. A written request to hold Leave shall be submitted to the Commissioner, or designee, on or before September 1 of the calendar year prior to the hold over period.

27.7. The Employer shall prepare a vacation schedule for each sub-unit, in advance of any scheduled vacation period for each year.

27.7.1. A bid for vacation time must be made in a block of five (5) work days, unless there are less than five (5) days of Leave available to the Employee.

27.7.2. If an Employee has less than five (5) days available for bid, the Employee may use the remaining days by providing a minimum of forty-eight (48) hours of advance, written notice to the Employer.

27.7.3. Vacation days shall be allowed in half (1/2) day increments.

27.8. The vacation bid for the following calendar year shall occur during the first week of December. The employer shall notify Teamsters Local 693 ten days in advance of the time, date, and place designated, by Bureau, for the bids to take place. No more than ten percent of the work force, by bureau, by classification, are permitted to be on vacation at any one time.

27.8.1. The bid process shall be organized in accordance with Employment Classification within each Bureau.

27.8.2. The Commissioner of Public Works or designee shall manage and conduct the bid process.

27.8.3. Any Employee(s) who is unable to attend the schedule meeting may, under special circumstances, submit their bids in writing, subject to Employer review and approval.

27.8.4. Vacation Bid Requirements

Required Bid

One Week	One week block or individual days
Two Weeks	One week blocks
Three Weeks	Two x one week blocks
Four Weeks	Two x one week blocks
Five Weeks	Two x one week blocks

27.8.5. All carryover time (5 days or less) from the previous year shall be bid prior to any regular vacation bid. The time bid must fall between January 1st and March 31st. This shall be done by seniority.

27.8.6. The Employer shall post the bid date no less than ten days prior to.

27.8.6.1. More than ten percent of the Employees may be given vacation time off in the same time period if approved by the appropriate supervisor and the Commissioner or designee.

27.8.7. An Employee who has had seven (7) or more years of continuous service with the Employer is not required to accumulate annual leave over the course of the calendar year. The Employee shall be credited for the total amount of annual leave on the first day (January 1) of their eighth year, and on the first day of each new calendar year of service, thereafter.

27.8.8. The Annual Leave of any Employee, who has had seven (7) or more years of continuous

service with the Employer and who has been absent for an extended period, under Workman's Compensation, Disability, or an approved Leave of Absence of two (2) months or more, shall be pro-rated to reflect the period absence enjoyed under any one or all of these benefits.

27.8.8.1. The provisions of this section do not apply to Employees who have retired from service.

27.8.8.2. The terms and conditions of the thirty (30) day, Return to Work provisions of this Agreement apply to any Employee who invokes or is subject to the terms of this section.

27.8.8.3. The Employer and Teamsters Local 693 agree that neither party intends to use the pro-rating provisions of this section to dock an Employee who retires at a future date.

27.8.9. The Employer may advance Leave to an Employee who furnishes written statement from a medical doctor that certifies the absence as being due to the Employee's illness. The Employer reserves the right to have the Employee examined by a physician, of the Employer's choice and at the Employer's expense, to verify the Employee's illness.

27.8.10. If an Employee has been absent from work for a period of three (3) months, or more, and if the Employee is returning from extended leave under a Disability and/or Workers Compensation benefit, the Employee must work for a period of one (1) month before the Employee can be eligible to use any accrued Leave. If necessary, an Employee may carry-over five (5) days of Annual Leave from one calendar year into the following calendar year.

27.8.11. Neither Personal Leave nor Annual Leave (vacation time) may be used by any Employee who is scheduled to work during the day on Christmas Eve or during the day on Christmas Day of the same year.

27.8.11.1. Employee, who has been scheduled to work during the day on Christmas Eve or during the day on Christmas Day of the same year, may not use a Sick Day for an absence, unless the Employee obtains and presents diagnostic evaluation from a physician that explains why the Employee could not work.

27.8.11.2. If diagnostic explanation is not presented or verified, the Employer may charge the Employee for being Absent without Authorization and thereby subject to disciplinary action.

28. HOLIDAYS

28.1. All Employees covered by this Agreement shall receive the following paid Holidays:

- 1. New Years Day**
- 2. Martin Luther King Day**
- 3. Presidents Day**
- 4. Good Friday (full day)**
- 5. Memorial Day**
- 6. Independence Day**
- 7. Labor Day**
- 8. Columbus Day**
- 9. Veterans Day**
- 10. Thanksgiving Day**

11. Day after Thanksgiving Day

12. Christmas Day

28.1.1. An Employee who is scheduled to work a shift on a (the Christmas) Holiday and who calls in sick shall not receive Holiday pay, with the exceptions of employees that work regularly within a seven day work schedule, e.g. Water Filtration Plant Operators.

28.1.2. An Employee who has been laid off or furloughed during a Holiday is not eligible to receive Holiday pay.

28.2. An Employee who is receiving benefits through Disability or Workers Compensation is not eligible to receive Holiday Pay.

28.3. In addition to receiving the standard compensation for a listed Holiday, an Employee who is required to work that day shall receive compensation at one and one-half (1-1/2) times their regular Rate of Pay.

28.4. Whenever a listed Holiday occurs on a Sunday, the Holiday benefit shall be assigned to the following Monday.

28.5. Whenever a listed Holiday occurs during an Employee's scheduled vacation, the Employee shall be granted an extra day for a Holiday.

28.6. Whenever a Holiday occurs on a Saturday, the Mayor shall have the option to designate the preceding Friday as the paid Holiday for any Employee whose Regular Work Week, as designated elsewhere in this Agreement, is Monday-Friday. Alternatively, an Employee may receive a day off with pay, subject to the prior approval of the Employer.

28.7. If a Holiday occurs on an Employee's Regular Day Off, the Employee shall be paid an additional eight (8) hours

28.8. When computing overtime, all Holiday hours for which an Employee has been compensated shall be computed as "hours worked."

28.9. If the Mayor establishes or designates a day for special observance, any Employee who is required to work on that day shall receive a compensatory day off at a later date.

28.10. An Employee who does not report to work because of sickness on the day immediately before or immediately after the Holiday shall provide a signed diagnosis from a doctor in order to receive the Holiday benefit.

29. JURY DUTY

29.1. An Employee who is unable to work while serving Jury Duty, as certified by the Clerk of the Court, shall receive compensation from the Employer, equal to the Regular Rate of Pay for eight (8) hours minus the daily fee paid to Jurists. Payment of this benefit is contingent upon the following, addition conditions:

29.2. Upon receipt of a summons for Jury Duty, the Employee must notify the Employer immediately.

29.3. If the Jury is cancelled, or if the prospective Jurist is excused, before convening, the Employee shall report to work by 9:15 a.m.

29.4. If the Jury is cancelled, or if the prospective Jurist is excused, before 1 p.m., the Employee shall report to work for the balance of the Regular Shift.

- 29.5. If the Jury is cancelled, or if the prospective Jurist is excused, after 1 p.m., the Employee does not have to report back to work.
- 29.6. The Employee shall present substantive proof of service on Jury Duty, including written documentation of any payments received as compensation for service.
- 29.7. For purposes of computing overtime, time spent providing Jury service shall not receive be considered "time worked."
- 29.8. This Section does not apply to an Employee who voluntarily seeks Jury Duty.

30. **WAGES, LONGEVITY, AND ADJUSTMENTS**

- 30.1. **Basic Wages** – Basic wages of the Employees shall be increased by the following percentage during the period stated:

2014 – 2% 2015 – 2% /2016 – 2.5% split January and June 2017 – 2.5% split January and June

- 30.2. **Longevity** – Longevity shall be included in the regular Rate of Pay used to calculate overtime.

30.2.1. The Employer shall pay a proportionate share of longevity pay with each paycheck.

30.2.2. Longevity shall not be used to calculate any salary increase negotiated between parties.

30.2.3. Longevity payments are not cumulative.

- 30.2.4. The Employer shall use the following Longevity Payments, effective January 1, 2008:

Anniversary	Longevity Payment	Hourly Increase
0	\$ -	\$ -
10	\$ 520.00	\$ 0.25
15	\$ 728.00	\$ 0.35
20	\$ 956.80	\$ 0.46
25	\$ 1,206.40	\$ 0.58
30	\$ 1,456.00	\$ 0.70

- 30.2.5. Longevity amounts shall be added to the regular Rate of Pay on the anniversary date of the year of service.

For example, the paycheck issued immediately prior to an Employee's 20th anniversary shall reflect a proportionate share of the \$520.00 payment. Whereas, the paycheck immediately after an Employee's 20th anniversary shall reflect a proportionate share of the \$750.00 payment.

- 30.2.6. **Retroactivity** – All current Employees and retirees who worked during Fiscal Year 2010 shall receive retroactive salary adjustments for all paid hours in 2010.

32. **SHIFT DIFFERENTIAL**

In addition to the established wage rates, the Employer shall pay an hourly premium of \$.50 for all hours paid to employees who work a regular shift between 3:00 P.M. and 11:00 P.M., and \$.75 an hour to employees who work a regular shift between 11:00 P.M. and 7:00 A.M. The shift differential is to be included in all hours paid as part of the base rate for employees on all shifts.

33. **UNIFORMS, TOOL ALLOWANCES, AND SPECIAL LICENSES**

- 33.1. **Uniforms** – Annually at no cost to the Employee, the Employer shall provide ten (10) T-shirts to

Employees from the following divisions of the Department of Public Works: Bureau of Parks and Recreation, Bureau of Water and Sewer, Bureau of Sanitation, Bureau of Facilities (City Hall), Bureau of Transportation and Central Garage (Motor Pool). At no time shall these T-shirts be cut or altered in any way.

- 33.1.1. Designated Employees shall wear a uniform during all working hours.
- 33.1.2. No Employee shall wear a City-issued uniform outside of work, except when traveling to and from work.
- 33.1.3. Worn shirts shall be replaced when returned to the Employer.
- 33.1.4. If an Employee loses a uniform (excluding tee shirts), the Employee shall pay the cost to replace the lost item.
- 33.1.5. Employees who have not been provided with uniform pants are required to wear long, dark blue or black pants. During the summer months employees may wear khaki or navy long pants.
- 33.1.6. Blue jeans are acceptable, if the fabric does not contain rips or holes. Knee-length blue jean shorts, with belt loops and without rips, tears, or fringed fabric are acceptable during periods of warm weather for truck drivers only or other positions the City may determine acceptable. Cut-off jean shorts are not acceptable.
- 33.1.7. Employees from Central Garage, Motor Pool, and City Hall, along storekeepers from other Bureaus, shall be provided with up to five (5) uniforms or coveralls. Mechanics will be provided with eight (8) uniforms or coveralls.
- 33.1.8. Employer has the exclusive right to select and retain a vendor to supply and maintain Employee uniforms
 - 33.1.8.1. Mechanics will be provided with cotton pants at no additional cost as per PERB regulations.
- 33.1.9. Employees may have uniforms cleaned and maintained by the City-specified vendor or they may choose to make other arrangements for cleaning and maintaining uniforms at their own expense.
- 33.2. **Safety Clothes**— Employees will be reimbursed up to \$200 per year, beginning on 1/1/2015. Employees are required to wear approved safety boots and winter jackets to work. This money is to be used for the boots and winter jackets and other work clothes.
- 33.3. **Tool Allowances** – Effective January 1, 2015, Fleet Mechanics and the Signal Electrician may receive an annual tool allowance, in the form of a reimbursement, for an amount not to exceed three hundred dollars (\$300).
 - 33.3.1. Prior to payment Applicants for this allowance shall be required to show dated receipts to verify any tool purchase(s) eligible for reimbursement.
 - 33.3.2. Any payment, made to an Employee as reimbursement for a tool purchase, shall be made within thirty (30) days after the Employee has provided dated proof of expenditure to the Employer.
- 33.4. **Special Licenses** – A Special License is defined as a license that is required under any new commercial licensing law or as a license required for highly skilled or dangerous work, such as asbestos removal or hazardous waste removal.

33.4.1. The Employer will reimburse employees the full fee paid by the employees for licenses required by title..

33.4.2. Any payment, made to an Employee as reimbursement for special licensing, shall be made within thirty (30) days after the Employee has provided dated proof of expenditure to the Employer.

34. PROTECTIVE CLOTHING AND DEVICES

34.1. Rainwear – Upon request, the Employer shall provide rainwear and safety equipment as needed to protect Employees from injury.

34.2. Personal Protective Equipment – The Employer shall provide Personal Protective Equipment (PPE) to Employees. Any Employee who has been provided with personal protective equipment shall use the equipment in accordance with policies, methods, and procedures presented during formal PPE training.

35. HEPATITIS-B VACCINE

35.1. All Employees who are members of Teamsters Local 693, and who have a specific job Classification that presents a significant risk of exposure to Hepatitis-B, shall be provided with the opportunity to receive a preventive vaccine for the Hepatitis-B virus, at no cost to the Employee. Participation is voluntary.

36. HEALTH INSURANCE

36.1. Effective January 1, 2003, health insurance benefits shall be maintained through the New York State Teamsters Council Health & Hospital Fund (Syracuse, NY). These benefits, i.e. the Supreme Medical, Prescription Drug, Dental and Vision Plans (i.e., the Fund), are described in the participation agreement between the City of Binghamton (Employer) and the Fund. The Supreme Medical Plan remains in place through 12/31/14. The Employee pays fifteen percent (15%) and the Employer pays eighty-five percent (85%) of the premium cost for year 2014. The Employee pays all deductible, co-insurance, and co-pays, if any.

36.2 HRA PLAN – The Health Insurance will change to the HRA High Deductible plan (the "HRA Plan") effective 1/1/2015.

36.2.1 The premium cost for the HRA Plan for years 2015, 2016 and 2017 has been provided to the parties and is attached hereto and initialed by the parties.

36.2.2 The employee pays fifteen percent (15%) and the Employer pays eighty-five percent (85%) of the premium costs for the HRA Plan for years 2015, 2016 and 2017. In addition, the Employer shall pay the Employee an annual amount of \$3,600 for a single HRA Plan or \$7,200 for a 2 person/family HRA plan in full satisfaction of the HRA Plan deductible and co-insurance for years 2015, 2016 and 2017. The Employer shall have no obligation to make any other payment.

36.2.3 The Employer will pay the annual amount of \$3,600 for single or \$7,200 for 2 person/family payment to the Employee on a quarterly basis.

36.2.4 New Hires will receive the full quarter payment, regardless of the start date for the quarter in which they are hired.

36.2.5 Employees covered by the HRA Plan who encounter a catastrophic illness or injury, may request to have the remaining annual payment advanced for the current year. The Employer will decide in its sole discretion, whether to advance any of the remaining annual payment to the Employee.

- 36.2.6** The Employee contribution shall be deducted bi-weekly, by the Employer, from Employee paychecks as payment for the cost of premiums.
- 36.2.7** Employee contributions shall be treated as pre-tax income under the flex payroll plan provided by the Employer.
- 36.2.8** Plan options are available as follows: individual, two person and family coverage.
- 36.3** **Opting Out** - Those Employees who are currently receiving an annualized payment of four hundred and fifty dollars (\$450.00, less payroll deductions) because they previously elected to not participate in the prior health insurance plan(s), administered by the Fund, may elect to be "grandfathered" out of the new Plan) and thereby continue receiving an annualized payment of four hundred and fifty dollars (\$450.00, less payroll deductions).
- 36.3.1** If an Employee has previously elected to opt out of participation in the Plan, the Employee shall continue to receive payment in accordance with the established procedure. However, these Employees shall not be allowed to seek or receive coverage under the new plan, at a future date, unless there is a major change in spousal coverage.
- 36.4** **Eligibility** - All newly hired and probationary Employees are eligible for coverage under the Fund plan, in accordance with the above-described rules and procedures. Temporary, part-time, and seasonal Employees are specifically excluded from coverage under the Fund plan.
- 36.5** **The New York State Teamsters Council Health & Hospital Fund (Syracuse, NY)** shall be the only health insurance program offered to Employees represented by Teamsters Local 693. Health Maintenance Organizations are specifically excluded as an option for active members of Teamsters Local 693.
- 36.6** **Contributor** - Under this Agreement, the City of Binghamton is understood to be a contributor to the New York State Teamsters Council Health & Hospital Fund (Syracuse, NY).
- 36.6.1** As a contributor to the Fund, the City of Binghamton has agreed to make payments to the Plan, on behalf of participating Employees, to the maximum amount agreed herein.
- 36.6.2** The City of Binghamton is neither a sponsor nor a participant. As a contributor, the City of Binghamton offers no guarantee of benefit payment under any Fund plan.
- 36.7** **Family Medical Leave Act** - All Employees in this Teamsters Local 693 covered by the New York State Teamsters Council Health & Hospital Fund (Syracuse, New York) shall be eligible for up to 12-weeks of health insurance coverage under the Family Medical Leave Act in accordance with the rules and regulations of the U.S. Department of Labor and the City's Family Medical Leave Act Policy issued and dated 9/26/95.

37 SAFETY COMMITTEE ESTABLISHED

- 37.1** The Employer and Teamsters Local 693 hereby have agreed to establish a joint Safety Committee, consisting of three (3) members.
- 37.1.1** One member shall be appointed by the Mayor; one member shall be appointed by Teamsters Local 693; and one member shall be appointed by joint agreement of both parties.
- 37.2** The joint Safety Committee shall establish a set of reasonable work rules to promote safety in the workplace.
- 37.3** The membership or composition of the joint Safety Committee may be expanded by mutual

consent between the Employer and Teamsters Local 693.

38 WORKERS COMPENSATION – (ON THE JOB INJURY)

- 38.1 The Employer and Teamsters Local 693 agree that any Employee who is covered by this Agreement is covered by Workers Compensation Law.
- 38.2 The Employer and Teamsters Local 693 agree that any Employee with a sufficient amount of accumulated Sick Leave will receive periodic compensation, in an amount approximate to Employee's Regular Weekly Income.
- 38.3 Whenever a permanent or probationary Employee is collecting Workmans Compensation, the employee, with accumulated sick leave available, will receive Sick Leave Pay in addition to his Compensation Pay to add up to the normal net weekly salary to the nearest half-day.
- 38.4 The Employer and Teamsters Local 693 agree that each Employee who is party to this agreement may elect to receive Disability Insurance coverage, available through the State Insurance Fund with the Employee's share collected through payroll deduction.

39. RETIREMENT AND PENSION

- 39.1 **Tier 1** – For all Employees who are party to this Agreement and who were accepted into the New York State Retirement System, on or before June 30, 1973, the Employer shall continue support for the non-contributory retirement plan, now known as "Tier 1" retirement program. This benefit was established and became effective under the 1971-1972 labor agreement. An eligible Employee shall receive this retirement benefit at no cost.
- 39.2 **Tier 2** – For all Employees who are party to this Agreement and who were accepted into the New York State Retirement System between July 1, 1973 and June 30, 1976, the Employer shall continue support for the non-contributory retirement plan, now known as "Tier 2" retirement program. This benefit was established and became effective under the 1971-1972 labor agreement. An eligible Employee shall receive this retirement benefit at no cost.
- 39.3 **Tier 3** – For all Employees who are party to this Agreement and who were accepted into the New York State Retirement System on or after July 1, 1976, the Employer shall continue support for the 3% contributory retirement plan. This plan, commonly known as "Tier 3" is a modified version of the non-contributory retirement plan that was in effect under the 1971-1972 labor agreement. In accordance with New York State Law, all new Employees are required to apply for and participate in this retirement program.
- 39.4 **Tier 4** – For all Employees who are party to this Agreement and who were accepted into the New York State Retirement System on or after September 1, 1983, the Employer shall continue support for the 3% contributory retirement plan. This plan, commonly known as "Tier 4" is a modified version of the non-contributory retirement plan that was in effect under the 1971-1972 labor agreement.
- 39.5 **Tier 5** – Employees who are party to this Agreement and who are accepted into the New York State Retirement System, on or after January 1, 2010, shall support the 3% contributory retirement plan currently known as "Tier 5." In accordance with New York State Law, all new Employees are required to apply for and participate in this retirement program.
- 39.6 **Section 75-1** – Effective January 1, 1988, the Employer shall offer participation in the New York State Retirement Plan, Section 75-1, to any eligible Employee.

STRIKES AND LOCKOUTS

40.1 Teamsters Local 693 understands and agrees that the public services provided by the Employer are of paramount importance to the community. Furthermore, Teamsters Local 693 understands and agrees that public services must be provided in a consistent, uninterrupted manner and that there should be no interference with these operations. Therefore, Teamsters Local 693 and the Employer hereto agree to the following conditions:

40.1.1 Teamsters Local 693, which includes Union officers, members, agents, and principals, shall not engage in, encourage, or sanction strikes, slowdowns, walkouts, mass resignations, mass absenteeism or other similar actions, which involve any suspension of service or any interference with normal performance of Regular Work.

40.1.2 The Employer has the right to discipline or discharge any Union officer, official, or representative who encourages, foments, or participates in a strike, slowdown, or any similar interference.

40.1.3 The Employer shall not lock out Employees or engage in any type of lock out action, during the term of this Agreement.

40.1.4 The Employer shall not compel any Employee, covered by this Agreement, to act as a strikebreaker or to participate in a counter-strike action.

41. LAY-OFF

41.1 For the purposes of this Agreement, the Employer and Teamsters Local 693 understand the word, "lay-off," to mean: a reduction in the work force. The Employer and Teamsters Local 693 understand and agree that, in the event of a lay-off, the lay-off action shall be administered in the following manner:

41.1.1 Employees have been laid off, in reverse order of seniority within job Classification.

41.1.2 If it becomes necessary to lay-off, the Employer shall lay-off newly hired probationary and temporary Employees first.

41.1.3 Employees who are subject to lay-off for an indefinite period of time shall receive prior notice of the lay-off, from the Employer, within a minimum of fourteen (14) calendar days before the date of the lay-off, except in the event of an emergency condition beyond the control of the Employer.

41.1.4 The Employer shall prepare a list of Employees who are being laid off and shall transmit the list to the Secretary of Teamsters Local 693, on the same date that the Employer issues a lay-off notice to Employees.

41.2 An Employee shall have the right to Retreat (Bumping) across Teamsters Local 693, within job Classification and/or pay grade or down in job Classification and/or pay grade, subject to Civil Service regulations for Competitive Class positions, in accordance with the following conditions and procedures:

41.1.1 If a position is a competitive Civil Service title, then an Employee who is retreating into that title must meet the Civil Service requirements for the position.

41.1.2 If a position is not a competitive Civil Service title, then an Employee who is retreating into that position must meet the requirements and qualifications of the title.

41.1.3 If an Employee is making a lateral retreat (bump) into a position, then the

Employee must be able to perform the duties of the position without need of further training.

41.1.4 No condition or procedure in this Section has precedence over the Civil Service rules and regulations applicable to competitive Class titles.

41.3 RECALL PROCEDURE

When the work force is increased after a lay-off, the Employer shall recall Employees by seniority within job classification, as defined in **Section 15**, provided that the Employee can meet the requirements and qualifications of the job

41.4 The Employer shall send a Notice of Recall, by certified mail, to the Employee who is being recalled, at the last known address for that Employee.

41.5 If an Employee fails to report to work within ten (10) days following transmittal of the Notice of Recall, that Employee shall be considered a quit, i.e. unavailable or unwilling to work.

41.6 Recall rights for an Employee shall expire one (1) year from the date of lay-off or a period equal to his seniority, whichever is greater.

41.7 Written notice of expiration of recall rights shall be sent to the Employee at his last known address by certified mail.

41.8 No new Employee shall be hired until all Employees on lay-off status desiring to return to work have been contacted under the recall procedure. However, said Employees must be qualified for the job and available by the date needed or required by the Employer, as set forth below.

41.9 Nothing in this Section shall take precedence over the applicable Civil Service rules and regulations for competitive Class titles.

42 LEAVE OF ABSENCE

42.1 General Leave – The Employee may receive a Leave of Absence, without pay, for a reasonable period of time and without loss of Seniority, for the following purposes and under the following conditions:

42.1.1 To serve in any elected office of Teamsters Local 693, for a period of two (2) years.

42.1.2 Due to personal illness, whether physical or mental, for a period of one (1) year.

42.1.3 Due to prolonged illness of an immediate member of the family, including spouse, children, stepchildren, or wards, for a period of three (3) months.

42.1.4 The Employer retains discretionary right to extend General Leave for like cause.

42.2 Educational Leave – An Employee may receive a Leave of Absence to attend school as a full-time student, for a maximum two (2) year period, if the Employee can demonstrate that the proposed course of study is beneficial to the Employer and the Employee.

42.3 Military Leave – Employees who serve in any branch of the Armed Forces Reserve and/or National Guard shall be paid for a period of absence while engaged in the performance of ordered military duty, not exceeding a total of thirty (30) days or twenty-two (22) working days (whichever is greater) in any one calendar year and not exceeding thirty (30) days or twenty-two (22) working days (whichever is greater) in any one continuous period of absence, as provided by Section 242 (5) of the Military Law of the State of New York.

- 42.3.1** An Employee may use compensatory time or vacation time to extend a paid period of Military Leave.
- 42.3.2** An Employee may receive a Leave of Absence without pay, while engaged in the performance of ordered military duty or while attending service schools, as provided in Section 242 (2) and (3) of the Military Law of the State of New York.

43. REINSTATEMENT IN ACCORDANCE WITH THE VETERANS LAW

- 43.1** Applicable laws and regulations shall govern the reemployment rights of Employees and probationary Employees.
- 43.2** A probationary Employee who enters the Armed Forces must complete his probationary period, and upon completing it shall have seniority equal to the time he spent in the Armed Forces.

45. GRIEVANCE PROCEDURE

Any grievance or dispute which may arise between the Employer and Teamsters Local 693, including the application, meaning, or interpretation of this Agreement, shall be settled in the following manner:

45.1. STEP 1 GRIEVANCE PROCEDURE

- 45.1.1.** Within twenty-four (24) hours after the Employer has been notified about a grievance or dispute, a Steward from Teamsters Local 693 shall meet with the immediate supervisor of the aggrieved Employee, with or without the aggrieved Employee(s) being present, for the purpose of discussing and attempting to resolve the grievance or dispute.

45.2. STEP 2 GRIEVANCE PROCEDURE

- 45.2.1.** If the grievance or dispute has not been resolved through at STEP 1, the Employee shall prepare a grievance form, supplied by a representative from Teamsters Local 693, and submit this written form to the Department head or Commissioner, whichever is more applicable.
- 45.2.1.1.** The written notice of grievance or dispute shall specify the Section(s) and §(s) of the Contract, if any, relevant to the grievance or dispute.
- 45.2.1.2.** If applicable to the grievance or dispute, the written grievance shall include the names of the individuals involved; the approximate time and location of relevant events; and the nature of any contributing action.
- 45.2.2.** The Department Head or Commissioner shall meet with aggrieved Employee(s) and representatives from Teamsters Local 693 and to discuss the grievance or dispute.
- 45.2.2.1.** The meeting shall be scheduled and convened within ten (10) work days following receipt of written notice of said grievance or dispute (a written grievance).
- 45.2.2.2.** The Employer shall provide the aggrieved Employee(s) and representative(s) from Teamsters Local 693 with advanced notification of the time and place for the meeting.
- 45.2.3.** A Policy Grievance or dispute is hereby defined as a matter that affects any group of Employees in Teamsters Local 693, that does not specifically affect any single employee,

if a meeting is being held for a Policy Grievance or dispute, an aggrieved Employee(s) is not required to attend.

NOTE: A Step 2 procedure does not apply to any grievance involving suspension or discharge, imposed pursuant to Section 47. Under these circumstances, any grievance shall commence at Step 3.

45.2.4. An aggrieved Employee retains the right to remain silent at a Step 2 meeting.

45.3. STEP 3 GRIEVANCE PROCEDURE

45.3.1. If the grievance or dispute is not resolved in Step 2, the Local Union President or any pre-designated officer of Teamsters Local 693 shall submit a written request to the Office of the Corporation Counsel, for action under a Step 3 procedure.

45.3.2. The Employer shall organize and convene a meeting to discuss the grievance or dispute.

45.3.2.1. This meeting shall be scheduled within ten (10) work days after the Corporation Counsel has received a written request, from Teamsters Local 693, for a Step 3 procedure.

45.3.2.2. The grievance meeting shall be attended by two representatives of the Employer, two (2) representatives of Teamsters Local 693, and the aggrieved Employee(s).

45.3.2.3. The Employer shall provide advance notice of the meeting time and place shall be provided to the designated Union representative(s) and to the aggrieved Employee(s).

45.3.2.4. The Employer shall provide a space and opportunity for a meeting, on premises, between Union representative(s) and the aggrieved Employee(s) prior to the Step 3 meeting.

45.3.2.5. With the prior approval of the Department Head or Commissioner, the President of Teamsters Local 693 or designee shall be allowed time to investigate a grievance, with no loss of time or compensation. The Employer shall not withhold approval, without reason.

45.3.2.6. An aggrieved Employee retains the right to remain silent at a Step 3 meeting.

45.4. STEP 4 GRIEVANCE PROCEDURE

45.4.1. If a grievance or dispute has not been resolved by a Step 3 procedure, either the Employer or Teamsters Local 693 may apply for arbitration within fifteen (15) work days following the date upon which Teamsters Local 693 received a formal, written response to the grievance or dispute.

45.4.2. On a case-by-case basis, the Employer and Teamsters Local 693 may agree to request a staff mediator/arbitrator from the Public Employment Relations Board (PERB) and to conduct the Step 4 procedure in accordance with rules and procedures established by the PERB representative(s).

45.4.3. If, in a particular case, the Employer and Teamsters Local 693 cannot agree or consent to foregoing procedure, both parties agree to select arbitrators from a list provided by PERB, in accordance with established procedures.

45.4.4. The decision(s) of a Step 4 arbitrator is binding on both parties to this Agreement.

- 45.4.5. The Employer and Teamsters Local 693 shall share equally fees and expenses incurred as a result of arbitration, except as hereinafter provided in § (45.4.7.), below.
- 45.4.6. No arbitrator who participates in the Step 4 procedure is empowered or permitted to amend, modify or delete any provision of this Agreement.
- 45.4.7. In the event that the arbitrator finds or rules that the position of either party to the arbitration is without merit, the arbitrator is hereby authorized to direct that the party whose argument is without merit shall bear the cost for the proceeding, up to and including the total cost of fees and expenses incurred by the arbitrator or the arbitration process.

46. GRIEVANCE PROCEDURE, SCHEDULE OF SUBMISSIONS AND RESPONSES

- 46.1. Within the procedural framework described and established elsewhere in this Agreement (ref: **Section 45. "STEP GRIEVANCE PROCEDURE,"** above), Teamsters Local 693 shall submit any grievance or dispute in the following manner and in accordance with the following schedule:
- 46.1.1. A grievance shall be submitted to the immediate Supervisor within ten (10) working days after receiving an unfavorable administrative decision, or within ten (10) working days after the date of the event or action that prompted the grievance, or within ten (10) working days after the Employee(s) became aware of the event or occurrence that prompted the grievance, whichever event occurs first.
- 46.1.2. A written grievance shall be submitted by Teamsters Local 693 to the Department Head, or Commissioner, within ten (10) working days after Teamsters Local 693 has received a response from the Department Head or Commissioner Following a Step 1 procedure.
- 46.1.3. A written request for a Step 3 procedure shall be submitted by Teamsters Local 693, to the Department Head or Commissioner, within ten (10) working days after Teamsters Local 693 has received the Employer's response to a Step 2 procedure.
- 46.1.4. In the event that a grievance, or circumstances of a grievance, may involve or result in suspension or discharge of an Employee (ref: **Section 45, "Note"** and **Section 47.3**), Teamsters Local 693 shall submit a written request for a Step 3 procedure to the Department Head, or Commissioner, within ten (10) working days after Teamsters Local 693 has received a notice of disciplinary action from the Employer.
- 46.2. Within the procedural framework described and established elsewhere in this Agreement (ref: **Section 45. "STEP GRIEVANCE PROCEDURE,"** above), the Employer shall answer any grievance, submitted to the Employer by Teamsters Local 693, in the following manner and in accordance with the following schedule:
- 46.2.1. The immediate Supervisor shall respond within 10 working days.
- 46.2.2. The Department Head or Commissioner shall provide a written response within ten (10) working days after the date of the meeting at which the grievance was discussed.
- 46.2.3. The Employer shall provide a written response within ten (10) working days after the date of the meeting at which the grievance was discussed, as provided in Step 3.
- 46.3. By mutual agreement between the Employer and Teamsters Local 693, the time limits of the grievance procedure may be extended.
- 46.4. By mutual agreement between the Employer and Teamsters Local 693, the parties may by-pass any step of the grievance procedure.

47. DISCHARGE AND DISCIPLINE

47.1. Disciplinary measures are limited to the following actions:

47.1.1. Written reprimand

47.1.2. Suspension with written notice and fines in accordance with appendix F.

47.1.3. Discharge

47.2. No Employee shall be disciplined or discharged without just cause. Any Employee subject to discipline or discharge shall receive due process through Step 3 of the grievance procedure as follows:

47.2.1. Where an Employee is subject to a written reprimand, such reprimand shall be sent to the Employee, but a copy of such reprimand shall not be permanently entered in the Employee's personnel file until any and all grievance procedures through Step 3, timely instituted by or on behalf of the Employee, have been concluded.

47.2.2. Where an Employee is subject to a suspension or discharge, the Employee shall be notified that he is suspended or discharged, but no such suspension or discharge shall take effect until the grievance timely instituted at Step 3, by or on behalf of the Employee, has been concluded, except that if the department head determines that the Employee's presence on the job endangers the safety or welfare of the community he serves or his fellow Employees such suspension or discharge shall be effective immediately.

47.2.3. Upon request of Teamsters Local 693, the City shall make available to Teamsters Local 693 a room for conference purposes prior to Step 2 or Step 3 or Step 4 of the grievance procedure including discipline and discharge matters.

47.2.4. The Employer shall not reprimand an Employee in a manner that is embarrassing or that is meant to humiliate the Employee before the public or fellow Employees.

47.2.5. In cases where disciplinary action or suspension of more than 3 days or discharge is meted out by the Employer, and a grievance is filed at Step 3, then the Employer's answer shall be submitted within 10 working days from the notice of said grievance. If the grievance is not resolved at Step 3, then either party may immediately notify PERB to request arbitration and the parties shall select an arbitrator within 3 working days of the receipt of a list of arbitrators from PERB. Both parties agree to arbitrate said grievance within 10 days after the appointment of the arbitrator. The arbitrator shall then render a decision within 10 working days from the hearing.

47.2.5.1. If an Arbitrator finds that the Employer had just cause to discharge or discipline the Employee, then the Arbitrator may determine if the penalty imposed by the Employer is excessive or too severe.

47.2.5.2. If an Arbitrator determines that a penalty is excessive or too severe, the Arbitrator may adjust the penalty or assess a new penalty.

47.2.6. Prior to suspending or discharging an Employee, the Employer shall notify Teamsters Local 693 Steward, the President of Teamsters Local 693, or their designee and inform them about the type of disciplinary action being taken; the reason(s) this action is taking place; and detailed information about the time, date, and place, of the alleged incident that prompted the disciplinary action.

47.2.6.1. This notice shall be transmitted within twenty (20) working days following the

date of whatever incident or circumstance prompted the proposed disciplinary action.

47.2.6.2. Or this notice shall be transmitted within twenty (20) working days after the Employer knew or should have known about the event or circumstance that prompted the proposed disciplinary action.

47.3. Any Employee who is found to have been unjustly suspended or discharged shall be reinstated with full compensation for all time lost as a result of suspension or discharge, and full restoration of all other rights and conditions of employment.

47.4. Any Employee who has been subject to disciplinary action may ask the Employer to prepare a written record of the disciplinary action; to enter these documents into the Employee's personnel record; and to provide the Employee with a duplicate copy of recorded documents.

47.4.1. Prior to recording any new documentation involving performance evaluation(s), the Employee of record shall be notified by the Employer and shall be informed about the contents of new documentation being entered into that Employee's personnel record.

47.5. If a court of competent jurisdiction finds that an Employee is guilty of a criminal act that is related, in any way, to their employment by the Employer, or if an Employee, while testifying in an open court and under immunity from prosecution by same, therein confesses to a criminal act that is related, in any way, to their employment, any subsequent disciplinary action taken by the Employer shall not be subject to any subsequent grievance or arbitration procedure set forth in this Agreement.

46.6 In the event a court of competent jurisdiction should declare any portion of this arbitration procedure illegal (and that decision not then reversed by a higher court), Teamsters Local 693 agrees that such decision would prohibit the application of that portion of this section to Employees so affected.

48. UNION MAILING ADDRESS

47.1 The Employer understands that correspondence with Teamsters Local 693 shall be transmitted to the following addresses, **Teamsters Local Union No. 693, 41 Howard Avenue, Binghamton, NY 13904-1325** except as otherwise designated, in writing, by Teamsters Local 693 to the Employer.

49. MAINTENANCE OF BENEFITS

49.1. Any benefit presently enjoyed by the Employees who are party to this Agreement shall be retained and remain in force as if such benefit is a written part of this Agreement, except where such benefit has been abridged by this Agreement or by mutual consent of Teamsters Local 693 and the Employer.

49.2. EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete Agreement between the Employer and Teamsters Local 693.

49.3. This Agreement embodies all the terms and conditions governing the employment of Employees in Teamsters Local 693.

49.4. The Employer and Teamsters Local 693 both acknowledge that they have had sufficient opportunity to present and discuss proposals on any topic that is subject to the collective bargaining process.

49.5. Any prior commitment between the Employer and Teamsters Local 693 or the Employer and any

individual Employee covered by this Agreement is hereby superseded.

50. SAVINGS CLAUSE

50.1. If any Court of competent jurisdiction finds that any section or portion of this Agreement is unlawful or unenforceable, the application of that finding shall be limited to the specific article, section, or portion of this Agreement addressed by the Court.

In the event that such a decision is rendered, the Employer and Teamsters Local 693 agree to immediately negotiate a legal amendment or substitute for the invalidated article, section or portion of this Agreement.

51. LIST OF APPENDICES

The following Appendices are hereby incorporated into this Agreement, as though specifically set forth:

- 1.) **Appendix "A" *Drug and Alcohol Policy***
- 2.) **Appendix "B" *Smoking Policy***
- 3.) **Appendix "C" *Experience and Qualifications***
- 4.) **Appendix "D" *Maintenance of Benefits Agreements in Accordance with Section 29 of this Agreement***
- 5.) **Appendix "E" *Hourly Pay Rate Schedules***
- 6.) **Appendix "F" *City's Work Rules***

52. TERM OF AGREEMENT

This Agreement is effective as of January 1, 2014, and shall remain in full force and effect until December 31, 2017.

Effective 1/1/2015, Local 693 will be changed to Local 317.

APPENDIX "A"

DRUG AND ALCOHOL POLICY

WHEREAS the use of alcoholic beverages and/or illegal drugs while on duty constitutes a threat to the health and safety of fellow Employees and the general public; and

WHEREAS the Drug Free Workplace Act requires the City of Binghamton, as a direct recipient of a federal grant, to certify that it shall provide a drug-free workplace as defined in the act; and

WHEREAS it is in the best interest of the public and of the Employees to provide a clearly delineated and uniform drug and alcohol policy:

All Employees are forbidden to use or possess alcohol or illegal drugs at any time during the workday or anywhere within the workplace.

Further, workers are forbidden to engage in any sale or other transaction involving illegal drugs on the City premises.

Any Department Head or Commissioner (or the most superior ranking individual on shifts working other than 9 a.m. to 5 p.m. weekdays), who has a reasonable suspicion that an Employee is in an impaired or intoxicated condition may mandate that Employee to be tested for drug or alcohol levels. Testing shall be provided by United Health Services at the employer's expense. If the Employee is found to be impaired or intoxicated or if the Employee refused to be tested, he shall be subject to disciplinary action. If the test reveals no impairment or intoxication he shall return to his shift without any loss of time or salary.

The employer shall attempt to call the designated Union representatives who shall be present at the drug or alcohol testing site within one hour after the incident. Should a representative of Teamsters Local 693 either be unavailable, unreachable or fail to appear within the aforesaid hour, then the Employee shall be required to take the required test, or be subject to disciplinary action, including discharge. The Employer's determination to require a drug or alcohol test shall be made by, either the Director of Personnel and Safety, a Deputy Commissioner, or the Commissioner of Public Works.

Any violators of this policy shall be subject to disciplinary action as provided by the contract, Memorandum of Understanding and statute.

All members of this Teamsters Local 693 are subject to the same random drug and alcohol testing procedures applicable to members of this Teamsters Local 693 holding a CDL driver's license pursuant for federal law and regulations, including the current Memorandum of Understanding between the City and Teamsters Local 693 in this regard. There shall be two (2) separate testing pools established. The first shall consist solely of all CDL drivers and the second shall consist of all other non-CDL Employees. Effective January 1, 2003, any Employee who produces a "dilute" urine specimen as determined by the testing laboratory, shall be immediately subject to hair analysis drug testing. Such hair testing shall be conducted for the prior 30 days only, in accordance with procedures developed by UHS. Failure to submit to such hair analysis shall be deemed a refusal to test and subject the Employee to disciplinary action. Random drug and alcohol testing shall be performed at onsite facilities as appropriate.

APPENDIX "B"

SMOKING POLICY

A mandatory, non-smoking policy has been established under legislation, signed into law and effective July 1, 1989. Henceforth, all Employees of the City of Binghamton shall comply with the following mandates:

As of January 1, 1990 – Employees are prohibited from smoking in any area accessible to the public, except in specially designated areas.

As of January 1, 1990 – Employees shall maintain a smoke-free workplace.

Current legislation allows, but does not require, Employers to create smoking lounges. The Employer shall propose a uniform plan for smoking lounges, located at specified areas of the workplace, such as City Hall and other buildings that are routinely used or occupied by Employees. When a draft plan has been completed, it may be submitted to all negotiating teams representing collective bargaining units.

APPENDIX "C"

EXPERIENCE AND QUALIFICATIONS

- 1.) The Employer and Teamsters Local 693 hereby agree that the word "qualifications," is understood to mean:

"The minimum qualifications established by the Civil Service Commission, in accordance with New York State Rules and Regulations, and a satisfactory relevant work history as an employee of the City of Binghamton."

- 2.) The Employer and Teamsters Local 693 hereby agree that the word "qualifications," is understood to mean:

"That first consideration is given to applicable experience gained from service as an employee of the City of Binghamton."

APPENDIX "D"

SPECIAL CONDITIONS

In accordance with Section 49, "Maintenance of Benefits" of the Collective Bargaining Agreement, it is agreed that the following 'Benefits' are annexed to our agreement as follows:

1. Use of T.V. & cable in the Dispatch operation (Signal Bureau)
2. Use of stove, refrigerator, microwave, coffee maker and air conditioner in the Dispatch operation (Signal Bureau).
3. Right to leave work when relieved by appropriate relief person (Signal Bureau) (Water Filtration)

APPENDIX F: WORK RULES GOVERNING INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL #693 BLUE COLLAR UNIT, EFFECTIVE JANUARY 1, 2000

The following disciplinary work rules and procedures have been agreed to by and between the City of Binghamton and Teamsters, Local #693 pursuant to Section 52, Item #6, of the collective bargaining agreement between the parties.

This document will be considered an amendment to the current collective bargaining agreement between the parties and any successor agreement that shall be negotiated. These work rules are applicable to all members of the Local #693 covered by the blue collar unit.

These work rules are intended as a guide to employees concerning what is acceptable, and what is not acceptable, conduct in the work place. This document is not intended as a complete and comprehensive listing of all possible disciplinary offenses. Good judgment and common sense will prevail in such matters.

The "roll over" period for any disciplinary actions where progressive disciplinary action is warranted is 18 months, except where this document provides otherwise. This means that when any disciplinary action short of discharge is imposed, the next step of progressive discipline for a similar offense may be imposed within 18 months from the date of the last step of discipline. Absences before or after a holiday are an exception to this rule as indicated below.

Work Rule offenses shall be subject to progressive discipline, as follows:

First Offense:	Letter of Reprimand
Second Offense:	A fine equivalent to one day's pay plus 15 day loss of overtime eligibility
Third Offense:	A fine equivalent to two day's pay plus 30 day loss of overtime eligibility and a last chance agreement
Fourth Offense:	Termination

An employee subject to fines as outlined above may substitute loss of personal leave, vacation or sick days to meet these fines, at the employee's discretion.

The above set of penalties for routine offenses is not to be construed as a procedure for serious offenses where the penalty would exceed a two day pay "fine". In such serious cases the procedure would be suspensions and/or discharge, not "fines".

F1. ATTENDANCE AND EXCESSIVE ABSENTEEISM

An Employee who has been absent for ten (10) ½-days will be fined one (1) days pay for each additional ½-day absence within a single calendar year.

The following discipline process will be for AWA's, absences without authorization.

First Offense:	Letter of reprimand and a fine equivalent to 1 day's pay.
Second Offense:	Letter of reprimand and a fine equivalent to 3 days pay.
Third Offense:	A letter of reprimand and a fine equivalent to 5 days pay and a last chance agreement.
Fourth Offense:	Termination

Employees may pay the fines above by forfeiting PL, vacation or sick leave days. The employee who chooses this option shall not be excused from work on the substituted days.

Where an employee is absent without approved leave credit, the Department Head may grant an employee time off on a daily basis without pay. However, the employee shall be required to produce proof of satisfactory explanation (including medical documentation when appropriate) within five workdays for each time off. See **Section 22** of the CBA regarding attendance and abuse of sick leave.

Employees who are scheduled to report for duty and who will not be reporting for work for whatever reason, must call the DPW dispatcher (772-7020) up to one-half hour prior to the start of their shift. Employees must also call their immediate supervisor one half hour prior to the start of their shift. Failure to do so will be considered an absence without authorization. In case of sickness greater than three (3) days, the employee must call the DPW Dispatcher twenty four (24) hours before returning to work. An application for time off allowance form must be filled out by the employee each time sick leave is taken.

Medical verification slips are required for the following sick leave requests:

- 1) Sickness for a period of more than three(5) days must be accompanied by a certification from the attending physician. Employees off more than five(5) days will not be allowed to return to work without the certificate from the attending physician;
- 2) Each sick day after the first twelve (12) days of sick leave taken, or five half days, in any twelve (12) month period. In order to qualify for leave pay, a physician's certification is required;

Failure to produce a satisfactory explanation (including medical documentation when appropriate) or to give proper notification to the employer for any absence shall subject the employee to the progressive disciplinary action outlined above. Disciplinary action under this work rule will accumulate and be counted on the progression outlined above for a period of 18 months. Any unpaid leave time (family medical or disability leave, disciplinary time off, etc.) of 2 weeks or more shall not be counted in satisfying the 18 month period and the 18 month period shall be extended by the same number of work days.

2. FREQUENT TARDINESS

Employees may punch in up to one-half hour after the start of their shift. However, they are docked after the first six (6) minutes. No employee is allowed to begin work one-half hour after the start of the shift. Employees late more than four (4) times in any 30-day period shall be subject to progressive discipline as outlined above. Employees furnishing proof of good cause for lateness such as family illness, transportation breakdown(public or private) or other acceptable cause shall not be subject to discipline and their being late for work will be forgiven (6-30 minutes).

3. NO SOLICITING

Soliciting another employee for personal gain or for any activity not sponsored or pre-approved by the City during work hours of either employee is prohibited.

4. UNAUTHORIZED DISTRIBUTION

The distribution of advertising material, handbills, printed or written literature of any kind without the express permission of an authorized City official is prohibited. This shall not apply to union posting on authorized bulletin boards.

5. IDENTIFICATION/TIME/FUEL CARDS

Employees will be required to have in their possession at all time during the workday their City-issued employee identification/time/fuel card. This card will be swiped at the beginning and end of the work shift in order to record time worked on the shift. Failure of an employee to properly punch in or out or to have their card in their possession at all times during the workday will subject the offender to the disciplinary progression outlined above.

Each employee shall be responsible for the security and proper use of his or her ID/time/fuel card and under no circumstances should it be given to anyone else (including another employee) for use.

Any employee found to be swiping another employee's time card at the beginning or end of the work shift, as well as the employee whose card is used to do so, will be guilty of falsification of records.

Both offenders will be subject to termination. Similarly, any offenders will be subject to termination. Similarly, any employee found to be responsible for the diversion or misuse of City fuel for any reason other than City business shall be guilty of theft and subject to termination.

An employee whose card is damaged or lost and must be replaced within any 2 year period will receive:

- First replacement at no charge;
- Second replacement for a fee of \$10
- Third and anymore replacements at a fee of \$50.00 each

6. IMPROPER USE OF PARKING FACILITIES

The improper use of City-owned parking facilities and/or failure to heed posted parking regulations on City property is hereby prohibited. This is applicable to both City vehicles operated by employees during the work shift and personal vehicles at any time.

7. VEHICLE SAFETY SHEETS

A vehicle safety sheet must be completed each time an employee operates a City-owned vehicle. Failure to do so will result in progressive disciplinary action as indicated.

8. LEAVING ASSIGNED WORK AREA

No employee may leave their assigned work area or work station during work hours without the express knowledge and consent of their immediate duty supervisor. An employee who does so will be subject to progressive disciplinary action as outlined above.

9. ABUSIVE BEHAVIOR

Threatening, intimidating, coercing, interfering, or using abusive language with other employees, supervisors, managers or members of the public in the performance of their assigned duties is hereby prohibited and will not be tolerated.

10. SLEEPING DURING WORK HOURS

Any employee found sleeping during work hours shall be subject to appropriate disciplinary action.

11. DISREGARD OF SAFETY RULES

Where an employee disregards a serious or life-threatening safety rule or where the disregard of any safety or health rule or regulation results in injury to the employee, a coworker or a member of the public, the employee will be disciplined accordingly.

12. INSUBORDINATION

Any employee who refuses or deliberately fails to obey a direct order or instructions from a supervisor shall be disciplined accordingly, depending on the circumstances of the insubordination.

13. UNAUTHORIZED OPERATION OF EQUIPMENT

Any employee found operating any machinery, tools or any other equipment without proper training and authorization from a supervisor shall be disciplined accordingly.

14. FALSE REPORTS

Any employee who falsely and intentionally files a report of misconduct against another employee will be subject to appropriate disciplinary action.

15. DAMAGE TO PROPERTY

Any employee found to have damaged or wasted City property – either deliberately or through a negligent act or omission – shall be disciplined accordingly. Similarly, any employee found to have caused deliberate damage to the property of others during work hours including, but not limited to, coworkers shall also be subject to termination. The City shall evaluate each incident on a case –by-case basis.

16. FIGHTING

Fighting or other such violent behavior in the workplace will not be tolerated and will subject any employee involved in such behavior to immediate removal from the work place and subsequent termination.

17. FALSIFICATION OF CITY RECORDS

The falsification or deliberate forgery of City employment, medical, payroll or any other work-related City document will be grounds for termination of the responsible employee (s).

18. REPORTING TO WORK IMPAIRED

Employees are expected to report to work able to perform all of their assigned duties. Any employee found to be impaired or unable to perform due to the use of alcohol or drugs – either before or during work hours – will be subject to immediate removal from the workplace and subsequent termination. Employees who may have a problem with alcohol or drugs are expected to make an appointment with the employee assistance program at 1-800-EAP-CALL.

19. POSSESSION, SALE OR DISTRIBUTION OF ILLEGAL DRUGS ON CITY PROPERTY

Any employee who is found to possess, sell or distribute any illegal substance during work hours and/or on City property will be subject to immediate removal from the workplace and subsequent termination.

20. RECKLESS DISREGARD FOR SAFETY

Where an employee is found to have acted with reckless disregard for the safety of others or where the deliberate disregard of safety rules or regulations results in a serious injury to the employee, a coworker, or anyone else, the employee shall be immediately removed from the workplace and subsequently terminated.

21. THEFT OR MISAPPROPRIATION OF PROPERTY

Any employee found to have stolen or misappropriated property owned by the City of Binghamton shall be subject to termination. Similarly, the theft of property of others including, but not limited to the personal property of coworkers will also be considered grounds for termination.

22. IMMORAL OR INDECENT CONDUCT

Any employee found to have engaged in immoral or indecent conduct during work hours and/or on City property

shall be subject to termination.

23. ILLEGAL GAMBLING ON CITY PROPERTY

Any city employee found to be engaging in illegal or illicit gambling during work hours and/or on City property at any time will be subject to termination.

24. USE OF CITY OWNED EQUIPMENT FOR PERSONAL BUSINESS

Use of city owned equipment for personal business is strictly forbidden. This includes, but is not limited to the use of the car wash.

25. POSSESSION OF WEAPONS ON CITY PROPERTY

No employee shall bring any type of weapon into the workplace. A weapon shall be defined as any object which can be used to cause violence or harm to others such as handguns, rifles, knives, brass knuckles, numchucks, or other such objects intended solely for the infliction of harm to others. If there is any doubt as to whether a particular object shall be deemed a weapon under this work rule, the employee bears the sole responsibility and must bring the particular object to the attention of his supervisor immediately. The supervisor will consult with the Department Head, if necessary, in order to clarify whether the object will be authorized or not. The supervisor shall file a written incident report with the Department Head in all such cases of possible weapons brought into the workplace, regardless of the finding and disposition by the supervisor and/or Department Head.

26. WORK STOPPAGES OR INTERFERENCE WITH PRODUCTION

Any employee who instigates, encourages or participates in the stoppage or interruption of work production during normal work hours shall be subject to immediate removal from the workplace and subsequent termination.

27. CRIMINAL CONVICTIONS

A criminal conviction shall not be necessary for the City to have valid grounds for discipline under their work rules. However, a criminal conviction or an employee confession in open court in circumstances involving work-related activity will be recognized by the parties under Section 9(b)(3)(i) of the collective bargaining agreement and disposed of accordingly.

APPENDIX "E"
LOCAL 693
HOURLY PAY RATE SCHEDULE - 2013 - 2017

GROUP	After 36 Mos. COLUMN Z	0-12 Mos. 70%	13-24 Mos. 80%	25-36 Mos. 90%	Date	%
CLEANER	16.25	11.38	13.00	14.63	1/1/2013	
GARAGE ATTENDANT	16.58	11.61	13.26	14.92	1/1/2014	2.00%
JANITOR	16.91	11.84	13.53	15.22	1/1/2015	2.00%
LABORER	17.12	11.98	13.70	15.41	1/1/2016	1.25%
PUMP MT. HELPER	17.33	12.13	13.86	15.60	7/2/2016	1.25%
	17.55	12.29	14.04	15.80	1/1/2017	1.25%
	17.77	12.44	14.22	15.99	7/1/2017	1.25%
STREET MAINTAINER	16.55	11.59	13.24	14.90	1/1/2013	
SENIOR CLEANER	16.88	11.82	13.50	15.19	1/1/2014	2.00%
WATER METER READER	17.22	12.05	13.78	15.50	1/1/2015	2.00%
SR JANITOR (NC)	17.44	12.21	13.95	15.70	1/1/2016	1.25%
	17.66	12.36	14.13	15.89	7/2/2016	1.25%
	17.88	12.52	14.30	16.09	1/1/2017	1.25%
	18.10	12.67	14.48	16.29	7/1/2017	1.25%
PARKS MAINTAINER	17.24	12.07	13.79	15.52	1/1/2013	
	17.58	12.31	14.06	15.82	1/1/2014	2.00%
	17.93	12.55	14.34	16.14	1/1/2015	2.00%
	18.15	12.71	14.52	16.34	1/1/2016	1.25%
	18.38	12.87	14.70	16.54	7/2/2016	1.25%
	18.61	13.03	14.89	16.75	1/1/2017	1.25%
	18.84	13.19	15.07	16.96	7/1/2017	1.25%
ELECTRICIAN'S HELPER	17.98	12.59	14.38	16.18	1/1/2013	
FORMSETTER'S HELPER	18.34	12.84	14.67	16.51	1/1/2014	2.00%
GOLF COURSE MAINT.	18.71	13.10	14.97	16.84	1/1/2015	2.00%
PARK MAINT. LEADER	18.94	13.26	15.15	17.05	1/1/2016	1.25%
TREE TRIMMER	19.18	13.43	15.34	17.26	7/2/2016	1.25%
WATER METER REPAIRMAN	19.42	13.59	15.54	17.48	1/1/2017	1.25%
Building Maintenance Mechanic Helper	19.66	13.76	15.73	17.69	7/1/2017	1.25%
Water Meter Reader Specialist						

APPENDIX "E"
LOCAL 693
HOURLY PAY RATE SCHEDULE - 2013 - 2017

GROUP	After 36 Mos. COLUMN Z	0-12 Mos. 70%	13-24 Mos. 80%	25-36 Mos. 90%	Date	%
WASTE WATER PUMP MAINT.	18.37	12.86	14.70	16.53	1/1/2013	
GROUNDKEEPER	18.74	13.12	14.99	16.87	1/1/2014	2.00%
PUMPING STA. OPER.	19.11	13.38	15.29	17.20	1/1/2015	2.00%
SEWER MAINT. MAN	19.35	13.55	15.48	17.42	1/1/2016	1.25%
SIGN PAINTER	19.59	13.71	15.67	17.63	7/2/2016	1.25%
WATER TREAT. PL. OPER (TR)	19.83	13.88	15.86	17.85	1/1/2017	1.25%
SENIOR JANITOR (COMP)	20.08	14.06	16.06	18.07	7/1/2017	1.25%
MOTOR EQUIP OPER (LT)	18.51	12.96	14.81	16.66	1/1/2013	
TRAFFIC SIGN MAINT.	18.88	13.22	15.10	16.99	1/1/2014	2.00%
CARPENTER'S HELPER	19.26	13.48	15.41	17.33	1/1/2015	2.00%
PAINTER	19.50	13.65	15.60	17.55	1/1/2016	1.25%
	19.74	13.82	15.79	17.77	7/2/2016	1.25%
	19.99	13.99	15.99	17.99	1/1/2017	1.25%
	20.24	14.17	16.19	18.22	7/1/2017	1.25%
WATER TREAT PL MECH	18.92	13.24	15.14	17.03	1/1/2013	
CREW LEADER	19.30	13.51	15.44	17.37	1/1/2014	2.00%
SR. STREET MAINT.	19.69	13.78	15.75	17.72	1/1/2015	2.00%
PARKS DEPT. MEO/TREE TRIMMER	19.94	13.96	15.95	17.95	1/1/2016	1.25%
WATER & SEWER SYS MAINT.	20.19	14.13	16.15	18.17	7/2/2016	1.25%
	20.44	14.31	16.35	18.40	1/1/2017	1.25%
	20.70	14.49	16.56	18.63	7/1/2017	1.25%
TRANSFER STATION OPERATOR	19.21	13.45	15.37	17.29	1/1/2013	
	19.59	13.71	15.67	17.63	1/1/2014	2.00%
	19.98	13.99	15.98	17.98	1/1/2015	2.00%
	20.23	14.16	16.18	18.21	1/1/2016	1.25%
	20.48	14.34	16.38	18.43	7/2/2016	1.25%
	20.74	14.52	16.59	18.67	1/1/2017	1.25%
	21.00	14.70	16.80	18.90	7/1/2017	1.25%

APPENDIX "E"
LOCAL 693
HOURLY PAY RATE SCHEDULE - 2013 - 2017

GROUP	After 36 Mos. COLUMN Z	0-12 Mos. 70%	13-24 Mos. 80%	25-36 Mos. 90%	Date	%
SENIOR WATER & SEWER SYSTEMS MT. SR. PARK MAINT.	19.36	13.55	15.49	17.42	1/1/2013	
	19.75	13.83	15.80	17.78	1/1/2014	2.00%
	20.15	14.11	16.12	18.14	1/1/2015	2.00%
	20.40	14.28	16.32	18.36	1/1/2016	1.25%
	20.66	14.46	16.53	18.59	7/2/2016	1.25%
	20.92	14.64	16.74	18.83	1/1/2017	1.25%
	21.18	14.83	16.94	19.06	7/1/2017	1.25%
DPW DISP/SIGNAL DISP. STOREKEEPER FORM SETTER RADIO TECH. PARKING METER MAINT. WATER TREATMENT PLANT OP.	19.60	13.72	15.68	17.64	1/1/2013	
	19.99	13.99	15.99	17.99	1/1/2014	2.00%
	20.39	14.27	16.31	18.35	1/1/2015	2.00%
	20.64	14.45	16.51	18.58	1/1/2016	1.25%
	20.90	14.63	16.72	18.81	7/2/2016	1.25%
	21.16	14.81	16.93	19.04	1/1/2017	1.25%
	21.42	14.99	17.14	19.28	7/1/2017	1.25%
MOTOR EQUIP OPER (HWY) PLUMBER SR. MAINT. MECHANIC SR. PUMP OPERATOR WELDER	19.84	13.89	15.87	17.86	1/1/2013	
	20.24	14.17	16.19	18.22	1/1/2014	2.00%
	20.64	14.45	16.51	18.58	1/1/2015	2.00%
	20.90	14.63	16.72	18.81	1/1/2016	1.25%
	21.16	14.81	16.93	19.04	7/1/2016	1.25%
	21.42	14.99	17.14	19.28	1/1/2017	1.25%
	21.69	15.18	17.35	19.52	7/1/2017	1.25%
CARPENTER SIGNAL ELECTRICIAN RADIO & SIGNAL ELEC. POOL MAINTAINER BUILDING MAINT. MECHANIC	20.29	14.20	16.23	18.26	1/1/2013	
	20.70	14.49	16.56	18.63	1/1/2014	2.00%
	21.11	14.78	16.89	19.00	1/1/2015	2.00%
	21.37	14.96	17.10	19.23	1/1/2016	1.25%
	21.64	15.15	17.31	19.48	7/2/2016	1.25%
	21.91	15.34	17.53	19.72	1/1/2017	1.25%
	22.18	15.53	17.74	19.96	7/1/2017	1.25%
CHIEF RADIO TECH SR. GROUNSKeeper	21.60	15.12	17.28	19.44	1/1/2013	
	22.03	15.42	17.62	19.83	1/1/2014	2.00%
	22.47	15.73	17.98	20.22	1/1/2015	2.00%
	22.75	15.93	18.20	20.48	1/1/2016	1.25%
	23.03	16.12	18.42	20.73	7/2/2016	1.25%
	23.32	16.32	18.66	20.99	1/1/2017	1.25%
	23.61	16.53	18.89	21.25	7/1/2017	1.25%

APPENDIX "E"
LOCAL 693
HOURLY PAY RATE SCHEDULE - 2013 - 2017

GROUP	After 36 Mos. COLUMN Z	0-12 Mos. 70%	13-24 Mos. 80%	25-36 Mos. 90%	Date	%
Auto Mechanic	-	-	-	-		
	-	-	-	-		
	22.82	15.97	18.26	20.54	1/1/2015	2.00%
	23.11	16.18	18.49	20.80	1/1/2016	1.25%
	23.40	16.38	18.72	21.06	7/2/2016	1.25%
	23.69	16.58	18.95	21.32	1/1/2017	1.25%
	23.99	16.79	19.19	21.59	7/1/2017	1.25%

ELECTRICIAN GEN EQUIP MECHANIC* GOLF COURSE EQUIPMENT MECHANIC	21.98	15.39	17.58	19.78	1/1/2013	
	22.42	15.69	17.94	20.18	1/1/2014	2.00%
	22.87	16.01	18.30	20.58	1/1/2015	2.00%
	23.16	16.21	18.53	20.84	1/1/2016	1.25%
	23.45	16.42	18.76	21.11	7/2/2016	1.25%
	23.74	16.62	18.99	21.37	1/1/2017	1.25%
	24.04	16.83	19.23	21.64	7/1/2017	1.25%

*The City may elect to hire up to the 90% of Column Z in this class in the event of recruitment difficulties.

Signal Electrician / Electrician	25.00	17.50	20.00	22.50	1/1/2013	
	25.50	17.85	20.40	22.95	1/1/2014	2.00%
	26.01	18.21	20.81	23.41	1/1/2015	2.00%
	26.34	18.44	21.07	23.71	1/1/2016	1.25%
	26.67	18.67	21.34	24.00	7/2/2016	1.25%
	27.00	18.90	21.60	24.30	1/1/2017	1.25%
	27.34	19.14	21.87	24.61	7/1/2017	1.25%

SUPREME COMPONENT

Single Coverage

	2015	2016	2017
Medical/Rx	\$ 171.70	\$ 178.57	\$ 187.50
Dental	\$ 13.56	\$ 14.10	\$ 14.81
Vision	\$ 2.72	\$ 2.83	\$ 2.97
Disability			
Life/ADD			
Legal			
WEEKLY	\$ 187.98	\$ 195.50	\$ 205.28
DAILY	\$ 47.00	\$ 48.88	\$ 51.32
ANNUAL	\$ 9,774.96	\$ 10,166.00	\$ 10,674.56
MONTHLY	\$ 814.58	\$ 847.17	\$ 889.55

Two Person Coverage

	2015	2016	2017
Medical/Rx	\$ 343.17	\$ 356.90	\$ 374.75
Dental	\$ 27.33	\$ 28.42	\$ 29.85

RA

Single Coverage

	2015	2016	2017
Medical/Rx	\$ 82.58	\$ 85.88	\$ 90.17
Dental	\$ 13.56	\$ 14.10	\$ 14.81
Vision	\$ 2.72	\$ 2.83	\$ 2.97
Disability-1			
Life/ADD			
Legal			
WEEKLY	\$ 98.86	\$ 102.81	\$ 107.95
DAILY	\$ 24.72	\$ 25.70	\$ 26.99
ANNUAL	\$ 5,140.72	\$ 5,346.12	\$ 5,613.40
MONTHLY	\$ 428.39	\$ 445.51	\$ 467.78

Two Person Coverage

	2015	2016	2017
			\$
Medical/Rx	\$ 165.16	171.77	180.36
		\$	\$
Dental	\$ 27.33	28.42	29.85

DAILY	\$ 129.06	\$ 134.22	\$ 140.93
ANNUAL	\$ 26,843.44	\$ 27,916.72	\$ 29,312.92
MONTHLY	\$ 2,236.95	\$ 2,326.39	\$ 2,442.74

	\$ 67.84	\$ 70.55	\$ 74.08
DAILY			
ANNUAL	\$ 14,110.20	\$ 14,674.40	\$ 15,408.12
MONTHLY	\$ 1,175.85	\$ 1,222.87	\$ 1,284.01
2015	\$ 5,533.24		
2016	\$ 6,042.32		
2017	\$ 6,704.80		

Only change blue text

Savings

3 year

\$ 1,600,523.72



Department of Personnel and Safety

Mayor, Richard C. David

Patricia A. Keppler, Director of Personnel and Safety

Memorandum of Understanding

As agreed to in the Tentative Agreement signed by the Teamsters Local 693 and the City of Binghamton on 9/30/14:

1. The General Equipment Mechanic in the police will be changed to Auto Mechanic effective 1/1/15, pending civil service approval. The rate of pay will be five cents below the pay rates listed in the schedule for the general equipment mechanic.
2. The City agrees to eliminate any disciplinary write ups for failure to call in the Supervisors that were given to employees prior to the roll out of the plan to all departments: Parks, Water/Sewer and DPW.

For the City:

Richard C. David 11/13/14
Date

For the Teamsters:

Robert J. Justice 11/13/14
Date



Legislative Branch

RL Number:

14-163

Date Submitted:

11/12/14

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Gary R. Holmes P.E.

Title/Department: Commissioner/Public Works

Contact Information: grholmes@cityofbinghamton.com

RL Information

Proposed Title: Change order for additional sediment removal for the cleaning of the Trout Brook Storm Sewer Project

Suggested Content: To increase the Trout Brook Storm Sewer Project awarded on 6/19/13 to Vacri Construction Corporation at Board of Contract & Supply by \$220,829.69. Funding is available in budget line H8120.525042.20311 (\$220,337.90) & H8120.525042.20510 (\$491.79).

Additional Information

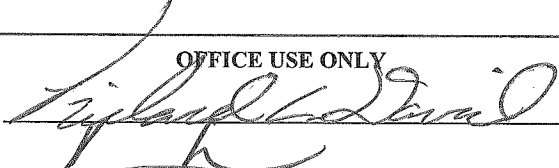


Does this RL concern grant funding? Yes ☐ No ☐

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☐

Is additional information related to the RL attached? Yes ☐ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☐

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY	
Mayor:	
Comptroller:	
Corporation Counsel:	
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>

**CITY OF BINGHAMTON
ENGINEERING DEPARTMENT
APPLICATION FOR PAYMENT
SUMMARY SHEET**

PROJECT: Trout Brook Culvert Cleaning
REQUISITION No.: Four (4)
CONTRACTOR: Vacri Construction Corporation
FOR PERIOD ENDING: 09/18/14

Original Contract Amount: \$114,000.00
Approved Change Orders: \$226,214.69
Contract Amount to Date: \$340,214.69
Percent Complete to Date: 100.00%

Previous Requisitions:		Approved Change Orders:	
1	\$32,490.00	1	\$0.00
2	\$21,360.75	2	\$2,500.00
3	\$48,735.00	3	\$2,885.00
4		4	\$220,829.69
5		5	
6		6	
7		7	
8		8	
9		9	
10		10	
Total:	\$102,585.75	Total:	\$226,214.69

Deductions/Withholdings:	
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
Total:	\$0.00

Contract Work Performed to Date:	
Less 5% Retainage:	\$340,214.69
Subtotal:	(\$17,010.73)
Less Deductions/Withholdings:	\$323,203.96
Subtotal:	\$0.00
Less Previous Requisitions:	\$323,203.96
	(\$102,585.75)
CURRENT PAYMENT DUE:	\$220,618.21

CERTIFICATION OF CONTRACTOR:

I, Roberto DeVincents, do hereby certify that I am the CEO of the Corporation herein referenced and contractor for the work described in the foregoing application for payment. According to my knowledge and belief, all items and amounts shown on this application for payment are correct, all work has been performed and/or materials applied; the foregoing is a true and correct statement of the contract amount up to and including the last day of the period covered by this application.

Signature  Date 09/24/14

CERTIFICATION BY INSPECTOR:

I certified that I have verified this application for payment, that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the contractor, that all work or material included in this application has been inspected by me and/or by my duly authorized assistants and that the work has been performed and/or materials supplied in full accordance with requirements of the referenced contract and that payment claimed and requested by the contractor is correctly completed on the basis of work performed and/or material supplied to date.

Signature _____ Date _____

SUBMITTAL CERTIFICATION

Certified payrolls up and including the last day of the period covered by this application have been received and filed. Minority Utilization and Minority Hiring reports have been received and filed. Minority Utilization and Minority Hiring reports have been received and filed.

Signature _____ Date _____

REVIEWED BY ENGINEER-IN-CHARGE

Signature _____ Date _____

APPROVED BY CITY ENGINEER

Signature _____ Date _____

Item #	Description	Quantity	Unit	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Extended Amount
	Base Bid							
1	Trout Brook Culvert Cleaning	1.00	LS	90.00%	10.00%	100.00%	\$114,000.00	\$114,000.00
	Change Orders							
CO-1	Extension of Time	1.00	LS	100.00%	0.00%	100.00%	\$0.00	\$0.00
CO-2	Concrete Removal in Manhole	1.00	LS	100.00%	0.00%	100.00%	\$2,500.00	\$2,500.00
CO-3	Buried Manhole Repairs	1.00	LS	100.00%	0.00%	100.00%	\$2,885.00	\$2,885.00
CO-4	Additional Sediment Removal	1.00	LS	0.00%	100.00%	100.00%	\$220,829.69	\$220,829.69

Total Completed to Date: \$340,214.69

Trout Brook Storm Sediment Removal

Total length → 7,361.76 ft

7,361.76 ft x 4.4488 sf (Avg. 16" sediment by Specifications)

$$= \frac{32,750.96 \text{ cf}}{27} = \mathbf{1,212.9986 \text{ cy}}$$

1,212.9986 cy → \$ 114,000.00

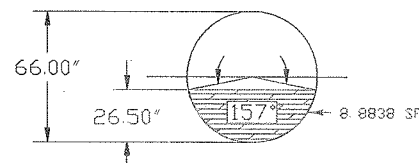
1.0 cy → x

$$x = \frac{1.0 \text{ cy} \times \$ 114,000.00}{1,212.9986 \text{ cy}} = \mathbf{\$ 93.982}$$

Refer to page 1 and 1A on plans to see distances.

From MH at Julian St. (Beginning of the Job to MH at Charles St 214.65 FT in towards Emerson Site)

Length → 3,200.69 ft of Average of 26.50" Sediment Depth.



$$3,200.69 \text{ ft} \times 8.8838 \text{ sf (Avg. 26.50" extra sediment)} \rightarrow = \frac{28,434.2898 \text{ cf}}{27} = 1,053.12 \text{ cy}$$

$$3,200.69 \text{ ft} \times 4.4488 \text{ sf (Avg. 16" sediment by Specs.)} \rightarrow = \frac{14,239.2297 \text{ cf}}{27} = 527.38 \text{ cy}$$

Total extra 10.5" of sediment = 1,053.12 cy – 527.38 cy = 525.7418 cy

$$525.7418 \text{ cy} \times \$ 93.982 = \$ 49,410.266$$

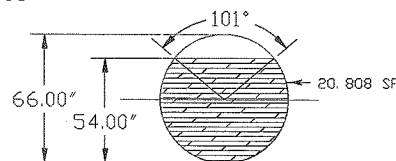
From MH at Charles St 214.65 FT in towards Emerson Site TO MH before cemetery fence

800' → 54" Sediment Depth.

54" → 20.808 sf

$$20.808 \text{ sf} - 4.4488 \text{ sf} = 16.359 \text{ sf (36" extra sediment)}$$

16" → 4.4488 sf



$$800 \text{ ft} \times 16.359 \text{ sf} = \frac{13,087.36 \text{ cf}}{27} = \mathbf{484.7170 \text{ cy}}$$

$$484.72 \text{ cy} \times \$ 93.982 = \$ 45,554.955$$

Trout Brook Storm Sediment Removal

From MH before cemetery fence to MH at Oak Street

2,641.58 → 33" Sediment Depth.

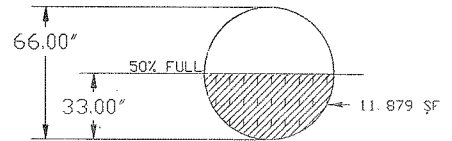
33" → 11.879 sf

$11.879 \text{ sf} - 4.4488 \text{ sf} = 7.43 \text{ sf}$ (17" extra sediment)

16" → 4.4488 sf

$$2,641.58 \text{ ft} \times 7.43 \text{ sf} = \frac{19,627.47 \text{ cf}}{27} = \underline{726.94 \text{ cy}}$$

$$726.94 \text{ cy} \times \$93.982 = \$68,319.58$$



From Oak Street to Front St MH.

Length → 719.49 ft of 20" Sediment Depth.

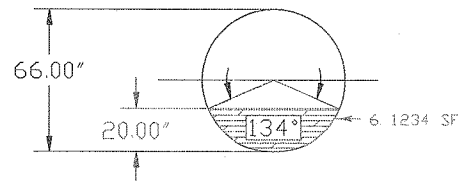
20" → 6.1234 sf

$6.1234 \text{ sf} - 4.4488 \text{ sf} = 1.6746 \text{ sf}$ (4" extra sediment)

16" → 4.4488 sf

$$719.49 \text{ ft} \times 1.675 \text{ sf} = \frac{1,205.1458 \text{ cf}}{27} = 44.635 \text{ cy}$$

$$44.635 \text{ cy} \times \$93.982 = \$4,194.887$$



Total for extra removal → \$49,410.266 + \$45,554.955 + \$68,319.58 + \$4,194.887 = \$167,479.69

Trout Brook Storm Sediment Removal

Vacri Construction Corporation

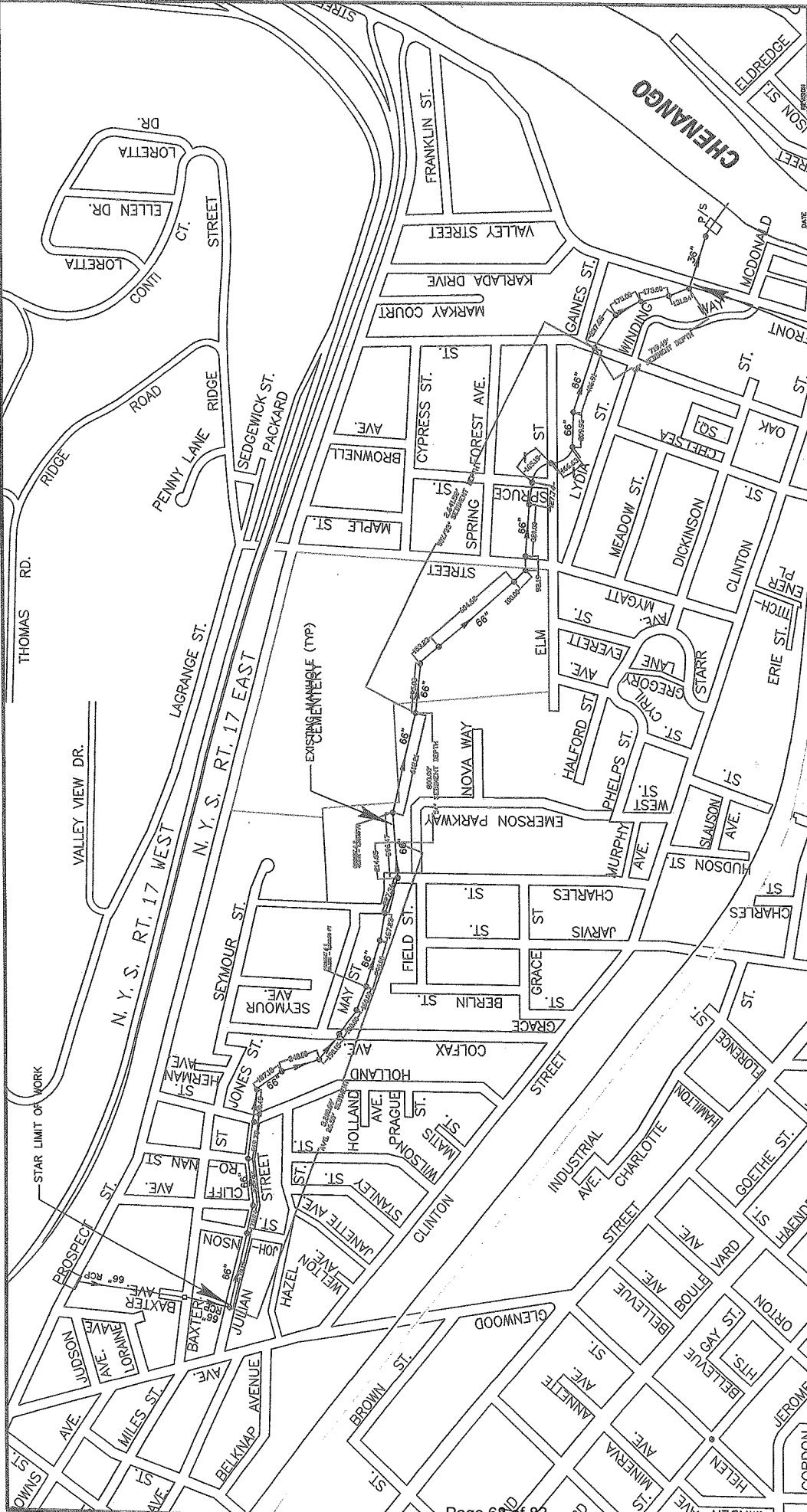
According to your Email an approximant cost at \$ 550.00/day/laborer

August 12 → N.O.P. → 100 days

Work Days after end of November 2013 according to payroll

Month	Work Days/Week	
December 2013	→ 2, 3, 4 = 3 days	x 2 labors x \$550/day/labor = \$ 3,300
January 2014	→ 28, 30, 31 = 3 days	x 2 labors x \$550/day/labor = \$ 3,300
February 2014	→ 3, 4, 10, 11, 12, 13 = 6 days	x 2 labors x \$550/day/labor = \$ 6,600
	→ 18, 19, 20, 21 = 4 days	x 2 labors x \$550/day/labor = \$ 4,400
	→ 24, 25, 26 = 3 days	x 2 labors x \$550/day/labor = \$ 3,300
	→ 27, 28 = 2 days	x 1 labor x \$550/day/labor = \$ 1,100
March 2014	→ 4 th of March = 1 day	x 1 labor x \$550/day/labor = \$ 550
	→ 5, 6, 7, 10, 11, 14 = 6 days	x 3 labor x \$550/day/labor = \$ 9,900
	→ 17 th of March = 1 day	x 1 labor x \$550/day/labor = \$ 550
	→ 18, 19, 20, 21 = 4 days	x 3 labor x \$550/day/labor = \$ 6,600
	→ 24, 25, 26, 27, 28 = 5 days	x 3 labor x \$550/day/labor = \$ 8,250
April 2014	→ 27, 28 = 2 days	x 2 labor x \$550/day/labor = \$ 2,200
	→ 30 th of April = 1 day	x 1 labor x \$550/day/labor = \$ 550
May 2014	→ 1 st and 2 nd = 2 days	x 2 labor x \$550/day/labor = \$ 2,200
	→ 5 th of May = 1 day	x 1 labor x \$550/day/labor = \$ 550

Total → \$ 53,350.00



GENERAL PLAN			
DESIGNED	DLD	DATE	APRIL 2015
DRAWN	DLD	SCALE	N/A
CHECKED	JEL	APPROVED BY	APPROVED BY
DATE	APRIL 2015	PROJECT NO.	0135M3.011
SCALE	N/A	SHEET	1 of 2

CLEANING OF TROUT BROOK STORM SEWER

EXISTING 66" RCP STORM SEWER TO BE CLEANED

END OF WORK LIMIT

DATE

CLEANING OF TROUT BROOK STORM SEWER

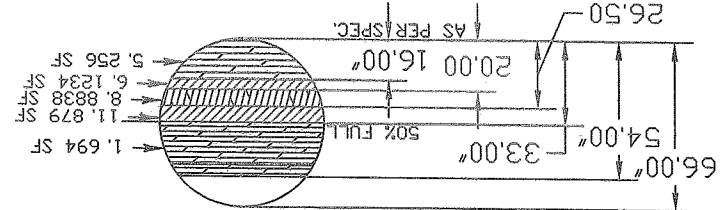
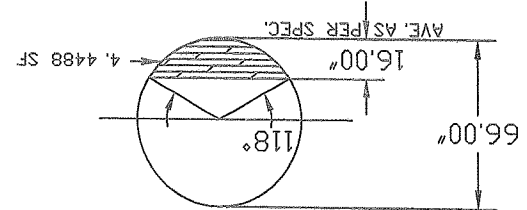
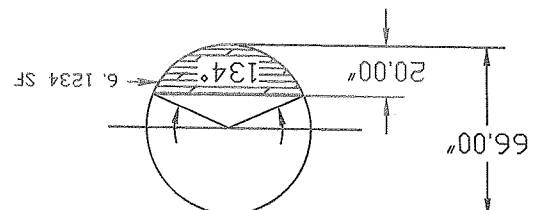
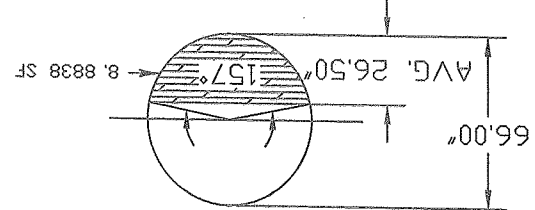
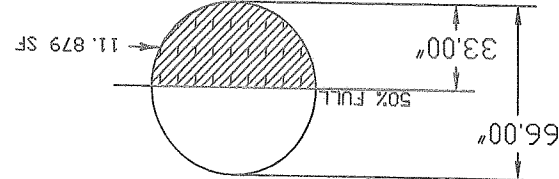
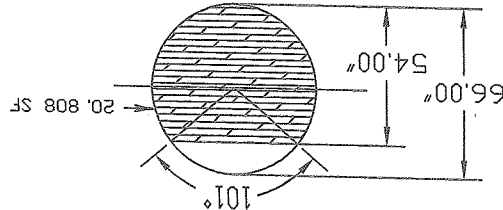
GENERAL PLAN



PROJECT NO. 013BM3.011

DESIGNED BY	DLD
CHECKED BY	JEL
DATE	APRIL 2013
SCALE	N/A

SHEET: 1A OF 2



TOTAL AREA
OF PIPE
23.758 SF

EXISTING 66" RCP STORM SEWER TO BE CLEANED



Legislative Branch

RL Number:

14-164

Date Submitted:

11/12/14

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Daniel L. Thomas

Title/Department: Fire Chief / Fire Department

Contact Information: Fire Administration - City Hall 772-7016

RL Information

Proposed Title: A Resolution Authorizing The Mayor To Enter Into An Agreement With

Frito Lay, Inc. For Emergency Confined Space Rescue

Suggested Content: The Binghamton Fire Department provides emergency confined space rescue.

Frito Lay, Inc. has requested that we enter into a contract with them to provide these services. The Fire

Department has provided these services to Frito Lay, Inc. since December 2008 and is willing to

continue in accordance with the attached contract.

Additional Information




Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☐

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☒ No ☐

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): R11-113

OFFICE USE ONLY						
Mayor:						
Comptroller:						
Corporation Counsel:						
Finance <input type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input checked="" type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>	

MUNICIPAL COOPERATION AGREEMENT FOR EMERGENCY CONFINED SPACE RESCUE

PARTIES: Frito Lay, Inc., 10 Spud Lane, Binghamton, New York 13904 (Frito Lay)

And

City of Binghamton, Municipal Plaza, 38 Hawley Street Binghamton,
New York 13901 (City)

RECITALS:

- Frito Lay has a manufacturing complex located at 10 Spud Lane, Binghamton, NY, 13904, the property, and desires to provide for first responder rescue in emergency confined space situations.
- The City has a professional fire department which can provide emergency confined space rescue services in compliance with Title 29 Code of Federal Regulations Part 1910.146.

THE PARTIES AGREE AS FOLLOWS:

1. Emergency Confined Space Rescue. The City agrees to provide apparatus, appliances and rescue personnel for the furnishing of confined space rescue to the property when notified by telephone, or any other manner of a confined space emergency within the property, except when required personnel and/or resources are already committed to an active call elsewhere, in which case requested assistance will be provided as soon as practicable thereafter. The City will then respond to the emergency without delay and with apparatus, appliances and rescue personnel, and the City will diligently, in every way reasonable, rescue entrapped personnel.

Furthermore, the City's rescue team will conduct on site rescue training at least once a year.

2. Terms of Agreement. This Agreement shall run for a period of three (3) years from the date of execution, unless terminated as provided herein.
3. Termination of Agreement. This Agreement may be terminated by either party by giving written notice of thirty (30) day prior to the annual anniversary agreement date.

4. Consideration. In consideration of furnishing such protection, Frito Lay will pay the City according to the schedule herein:

Year 1 - \$4,300	(12/1/2014 – 11/30/2015)
Year 2 - \$4,500	(12/1/2015 – 11/30/2016)
Year 3 - \$4,700	(12/1/2016 – 11/30/2017)

Said payment shall occur within 45 days after receipt of an invoice from the City which will be sent out immediately upon execution of this agreement. In addition, should the City's rescue team be called to the site for an actual emergency Frito Lay will pay the City the sum per hour, one hour minimum, with a pro-rated charge for each additional fifteen minute period that the rescue team is requested to respond according to the schedule herein:

Year 1 - \$760 per hour
Year 2 - \$790 per hour
Year 3 - \$825 per hour

5. Liability. Frito Lay agrees to indemnify and hold harmless the City from any claims or liability, including the cost of defense, in relation to any damages or personal injuries arising from the negligence of Frito Lay, its agents and/or employees.

The parties have caused this agreement to be signed by its representative, after legislative action which occurred at a meeting duly noticed, this _____ day of _____, 2014.

FRITO LAY, INC.

CITY OF BINGHAMTON

By: _____

By: _____



Legislative Branch

RL Number:

14-165

Date Submitted:

11/13/14

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: William M. Barber

Title/Department: Director, Parks & Recreation

Contact Information: 772-7017

RL Information

Proposed Title: Transfer funding - Whalen restitution

Budget Line

An Ordinance Transfers \$79,107 from Budget Line A42701

to (see below)

Suggested Content: Transfer \$79,107 from Whalen restitution (acct.# A42701) to Parks &

Recreation Dept. budget lines. A7110.52600 Equipment: \$15,000 Zero turn mower, \$51,107 truck/trailer

\$3,000 Carpenter Shop Equipment. A7110.54130 Construction Materials: \$10,000 Construct (4)

Youth baseball/softball dugouts.

Additional Information

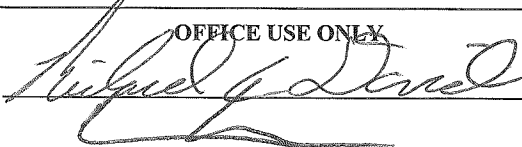


Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☐

Is additional information related to the RL attached? Yes ☐ No ☒

Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s):

Mayor:					
Comptroller:					
Corporation Counsel:					
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>



CITY OF BINGHAMTON

City Hall, 38 Hawley Street, Binghamton, NY 13901 607-772-7005

REQUEST FOR TRANSFER OF FUNDS

Transfer requests of \$2500 or less must be approved by the Comptroller.

Transfer requests over \$2500 and not in excess of \$10,000 must be approved by Board of E&A and Chair of Finance Committee.

Transfer requests in excess of \$10,000 must be approved by City Council.

City Comptroller
c/o Board of Estimate and Apportionment
38 Hawley Street
Binghamton, NY 13901

Date: 11/13/14

I respectfully request the below described transfer of funds due to the following reasons:

Transfer Whalen restitution money to the Parks & Recreation Dept. (\$79,107) for purchase of

equipment & construction materials.

From Budget Line (No. and Title)	To Budget Line (No. and Title)	Total Transfer Amount
A42701 Revenue refund - prior yr. exp.	A7110.52600 - Equipment	\$69,107.00
A42701 Revenue refund - prior yr. exp.	A7110.54130 - Const. materials	\$10,000.00

I do hereby certify that the funds will not be needed in the budget line from which I am requesting this transfer to be made.

Signature: Bill Parker

Date: 11/13/14

OFFICE USE ONLY

I hereby certify that the above funds are unencumbered and available for Transfer. Certified by the Comptroller.

Signature: [Signature]

Date: 11/13/14

I hereby certify that the above described funds have been transferred, in accordance with the Code of the City of Binghamton Chapter 9, *Appropriations*. Certified by the Treasurer.

Signature: _____

Date: _____

Transfer of funds **APPROVED** ☐ / **DENIED** ☐ on _____. Certified by the Secretary of the Board of Estimate and Apportionment.

Signature: _____

Date: _____

Transfer of funds reviewed by the Binghamton City Council Finance Chair. Recommendations to be attached.

Signature: _____

Date: _____



BINGHAMTON METS

EASTERN LEAGUE AFFILIATE OF THE NEW YORK METS SINCE 1992

October 15, 2014

Jeremy Pelletier
Binghamton City Clerk
City Hall, Government Plaza
Hawley St.
Binghamton, NY 13901

Dear Jeremy:

Please let this letter serve as a formal request for fireworks dates for the 2015 season. We like to be able to release the dates as early as possible to help our sales efforts so if this topic can be included in a meeting in the very near future, it would be greatly appreciated.

In previous years, we have been approved for as many as 24 dates. Due to the complexity of the 2015 schedule, there are only 22 dates that work for us. The requested dates are as follows:

April 17
May 1, 15, 22, 24
June 5, 6, 12, 13, 26
July 4, 5, 17, 18, 29
August 7, 8, 20, 28, 29
September 4, 6

When reviewing the requested dates, please keep in mind our crowds are considerably larger on fireworks nights and since the schedule does not permit us to have 23-24 dates, approval of the 22 requested dates is very important. Please also keep in mind we respect and adhere to the ordinance deadlines for starting a fireworks show (9:45 PM on weeknights and 10:45 PM on Fridays, Saturdays, and holidays).

If you have any questions or need anything from me, please do not hesitate to contact me. Thank you for your time and efforts.

Best Regards,

Jim Weed
General Manager
Binghamton Mets Baseball Club, Inc.
Phone: (607) 723-6387
jimw@bmets.com

TRAFFIC BOARD MEETING 999
Minutes
Mayor's Conference Room, 4th Floor, City Hall
Tuesday, October 28, 2014

Call to Order. Called to order at 10:03 a.m. by Jared Kraham, Executive Assistant to the Mayor.

Traffic Board Member Present: Jared Kraham, Executive Assistant to the Mayor; William Yeager, Assistant Police Chief; Jonathan W. Yeager, First Deputy Commissioner DPW Commissioner)

Traffic Board Members Absent: Bill Berg, Council person

Also Present: Katherine Davis, Principal Clerk; Cyndi Paddick, BTMS, Dave Petryszyn, BPD; Bill Lescault, BPD; Dan Correll, retired BPD Officer; Leigh McCullen, Planning

Approval of Minutes. Request to approve the minutes from Traffic Board Meeting 997, held on Thursday, August 21, 2014, due to absence of board members who were present at August meeting to approve the minutes. **Hold until November meeting.**

Approval of Minutes. Request to approve the minutes from Traffic Board Meeting 998, held on Thursday, September 18, 2014.

Moved by W. Yeager, seconded by Kraham

Motion carried. (Vote 3-0-1)

Ayes: Kraham, W. Yeager, J. Yeager

Nays: None

Absent: Berg

ITEMS CONSIDERED

Washington Street and Hawley Street. Intersection pedestrian walk light. Gary Holmes absent. **Hold until Thursday, November 20, 2014.**

Back-in Parking on Court Street. This item will be held until a traffic and parking study is conducted by the city. **Hold until study is complete.**

Chenango and West State Streets. Ms. Paddick reported that they did a walking audit on various streets and found that there were problems at this location. After a committee met and walked around this area, Ms. Paddick reported the following findings: Areas have been paved over city sidewalks, overgrown shrubs and roots are causing the walkways to buckle, etc. A report with photos will be provided and presented to the city. Mr. Correll noted that there is a PVC pipe near the CVS on State Street should be removed and the signs going into the Binghamton Plaza need to be replaced.

Leroy and Front Streets Traffic Light. Hold and re-evaluate for January. **Hold until January 2015 meeting.**

351 Front Street. At the August Traffic Board meeting, Ms. McCullen presented the applicant's proposal for constructing an addition to the existing building which is currently operating a towing, auto repair and car rental business. They need Traffic Board approval for an 80 foot curb cut variance. Motion for approval of an 80 foot curb cut variance on Franklin Street was approved at August meeting. Traffic will look into this further and report back.

Hold until Thursday, Thursday, November 20, 2014.

Holiday Inn-Downtown Trailblazer sign. Traffic recommends the following:

The Traffic Division, in following up on a July 17, 2014 Traffic Board Meeting request from Robert Green, General Manager, Holiday Inn Arena Hotel 2-8 Hawley St. regarding posting of two directional signs for guest exiting Route 17 at Front Street to that location, was in contact Loraine Arrow, Real Estate Officer, NYS DOT, Region 9. Mr. Green was originally advised that he needed the City of Binghamton's approval for such signage as it was on a city street. This information appeared inaccurate as Front Street is a NYS, Route, 11; highway and Two Rivers Hotel already had a NYS trail blazer sign posted on it for directions to their location. After securing and completing the proper paper work again, Holiday Inn- Arena trail blazer signs were approved NYS DOT for the following two original locations:

*NYS Route 17 east exit 72 on to Route 11 directing motorist south.
225 Front Street directing motorist south.*

(The second location would be a shared posting with Two Rivers Hotel logo on a NYS blue and white informational background signage.

*However, Holiday Inn requested a third sign to their request adjacent and in front of the Two Rivers Hotel. This may be due to the fact that Two Rivers Hotel posting at 225 Front Street did indicate a left turn arrow ahead, next to its logo. This location of the third sign would require City approval as it is on a city street without a state route sharing its passage. The Traffic Division would recommend that the Traffic Board deny this location request as an inappropriate and competitive. It would however suggest that a more appropriate location be on the west side of Front Street in advance of Court Street, south bound, with a left turn arrow indicated next to its logo on the state information sign and that a straight ahead arrow be placed next to its logo on the state information sign at 225 Front Street after approval from NYS DOT. **Action item complete.***

100 Chenango Place. Ms. Paddick reported that there should be a more visible sign placed at this location and the crosswalks should be painted so they are more visible as well. Traffic will look into and report back **Hold until Thursday, November 20, 2014.**

Chenango Street and Eldridge Street Intersection. A large building on the west side of Eldridge Street makes it very difficult for motorists to see oncoming traffic from the north side. A request was made to install a "No Turn on Red" sign at this corner to avoid any potential accidents. Mr. Kraham reported that he personally noticed this safety hazard and suggests that Traffic look into matter. Traffic will look into this matter and see if there have been any accidents at this intersection and report back. **Hold until Thursday, November 20, 2014.**

Beethoven Street and Leroy Street Accidents. Mr. Kraham suggested that after the Riverside Drive construction is completed, Traffic Board should look at this intersection again. **Hold until Thursday, November 20, 2014.**

224 Main Street. Ms. McCullen reported that Catholic Charities is expanding their parking lot to the east and would like to request a new curb cut onto Main Street. They would also like to remove the current crosswalk and realign it with the new curb cut. It will be ADA compliant. Ms. Paddick requested that Mr. Cullen ask Catholic Charities if they will align the new crosswalk with the opposite curb cut.

Motion to insert a curb cut at 224 Main Street.

Moved by W. Yeager, seconded by J. Yeager

Motion carried. (Vote 3-0-1)

Ayes: Kraham, W. Yeager, J. Yeager

Nays: None

Absent: Berg

480 Conklin Avenue. McIntosh Lab is requesting a curb cut onto Conklin Avenue. Traffic Board has some concerns about the amount of traffic on Conklin Avenue and the speed of cars in this area. Traffic Board also wants to know if this is necessary and why they want the curb cut at this location. Ms. McCullen will discuss these questions with the vendor and report back to Traffic Board. After a traffic study has been conducted this will be reviewed again. **Hold until Thursday, November 20, 2014.**

200 S. Washington. Mr. Berg is concerned about the deer crossing in this area. Mr. J Yeager will look into matter. **Hold until Thursday, November 20, 2014.**

Greenway Crossing-Court Street. Ms. Paddick reported that this was looked at previously and brought up to Traffic Board. She and Traffic looked into this and there are still concerns because it would be a mid block crosswalk. Due to flooding it is hard for people to walk under the street to the other side. Also, people with bicycles have a hard time as well. Mr. Correll is concerned about the visibility of pedestrians to motorists because there is slight incline in the road. The biggest concern is how busy Court Street is at this location. Also, there is a bike lane which could cause problems as well. Ms. Paddick suggested putting up fencing so that people cannot cross at this location. **Traffic recommends the following:**

The Traffic Division received a request from Traffic Board Chairman Jared Kraham at the July, 2014, Traffic Board meeting to review the pedestrian walking infrastructure at the intersection of Chenango and West State Street and the entrance to the Binghamton Plaza (K-Mart entrance). The request appears to be a concern with pedestrians crossing the street at that location and then once across the street access to the businesses which are on the far side of the plaza. The first concern may be due to the lack of pedestrian (cross/don't cross) controls at that location. A study to determine if they are warranted would have to be conducted over a period of time. If they are warranted for the intersection then a budget line item would have to be created and then purchased. If it is not warranted then the existing structure appears to be adequate as those crosswalks are in place and pedestrians would have to obey the traffic signals for that area.

The second concern would appear to be a plaza management issue, as this is private property. Once the pedestrians crossed the intersection from the east side of the street to the west side and enter the plaza property there is no walkways of designated pedestrian lanes. This issue would affect not only the pedestrians entering the plaza but also motorist parking their vehicles in the parking area and then walking to the businesses. The only other obvious issue would be the lack of a sidewalk on the west side of the street parallel to West State Street. An engineer study would have to be done to determine the public access to that side of the street and then installed if indeed there is a city right of way along that curb line. **Hold until Thursday, November 20, 2014.**

Front Street and Main Street Corner. Ms. Leslie Dahlgren posed a safety issue at the corner of Front and Main. There are three lanes approaching the Court Street Bridge, but there is no left turn arrow. She claims there are numerous "close-calls" due to confusion by drivers as to who has the right of way. People start to make their turn, while other cars continue going straight toward JC. It looks like there was an arrow there at one point, but it's been covered over with a black shroud. J. Yeager will look into this and report back at the November meeting. **Hold until Thursday, November 20, 2014.**

Chapman Street. Nikki Keane of Rutherford Street, a neighbor and NAC member would like to see if the left hand turn could return to Chapman Street from Court Street. The issue is when the BMets have games, the large flow of traffic goes to the next intersection by the bridge and the old NYSEG building. The traffic bottleneck occurs at the left hand turn from the stop sign by the Moose Club when turning left onto Hendry Street. With cars coming from the underpass and turning right onto Henry Street, the traffic backup is to Court Street. While at the Moose Club, Nikki and club members have seen several near misses. The opening of Chapman Street to the left hand turn from Court Street might alleviate the issue. Ms. Paddick stated that this is a state signal and DOT should be notified. Traffic will look into this and report back in November. **Hold until Thursday, November 20, 2014.**

North Street and Murray Street Intersection. Traffic reported the following.

The Traffic Division received a copy of a correspondence from a Denise Buckland, 20 North Street addressed to the Administrative Office of the Chief of Police on October 22, 2014 regarding the necessity of a traffic control device at the intersection of North and Murray Streets, and due to its placement, its contribution to motor vehicle accidents at that location. Ms. Buckland feels that the traffic control device, a flashing yellow warning light for east-west traffic on North Street and a flashing red stop light for north-south traffic on Murray Street is misinterpreted. She indicates that motorist on North Street sometimes stop for the yellow flasher and when they do, the motorist stopped on Murray Street for the red flasher proceed into the intersection, and thus are in collision with either the stopped vehicle which now goes or the on-coming traffic from the opposite direction on North Street.

Upon responding to this intersection to review the complaint Traffic Division P.O. William Lescault, Retired Traffic Sgt. Daniel Correll and Director Cynthia Paddick (BMTS) feel that the light may be unnecessary. North Street is a through street and there appears to be no need for a yellow flash for east-west traffic. Murray Street, north and south bound besides being controlled with the red flash are also posted and controlled with stop signs for their directions of travel, which should alleviate the need for the red flash.

Also, a review of the motor vehicle accidents at that intersection by the Traffic Division for the previous three years as indicates the following number of incidents as follows:

2012 – 4

2013 - 2

2014 - 3.

Of those accidents for those years only one was contributed to a vehicle slowing down for the flashing yellow light and that vehicle was struck from behind by a second vehicle. All the other incidents involved were parked vehicle struck by another vehicle (2), turning into a driveway without yielding (1), sharp turn cutting off another vehicle (1), and failure to obey a traffic control device by not stopping for the stop sign /red flashing light (4). Of those incidents all the vehicles that were the violators were travelling north on Murray Street and all of the involved non-violator vehicles were heading east on North Street.

The traffic review by BMTS and the Traffic Division suggest that there is no need for the traffic light in that area and that they could be removed. The posted Stop signs are sufficient for traffic control.

The pine trees on the southwest corner of North and Murray should be looked at because they cause a line of sight problem. Traffic will look further into this and report back in November. **Hold this portion until Thursday, November 20, 2014.**

Motion to remove the traffic light at the intersection of North Street and Murray Street.

Moved by W. Yeager, seconded by J. Yeager

Motion carried. (Vote 3-0-1)

Ayes: Kraham, W. Yeager, J. Yeager

Nays: None

Absent: Berg

254 Robinson Street. The Fairview Church would like a sign put up at Broad and Robinson. If they are already getting a state sign then the city does not need to put an additional sign just down the street. Traffic will look into this further and report back at the November meeting. **Hold until Thursday, November 20, 2014.**

Adjournment. Motion to adjourn at 11:07 a.m.

Moved by J. seconded by W. Yeager

Motion carried. (Vote 3-0-1)

Ayes: Kraham, J. Yeager, W. Yeager

Nays: None

Absent: Berg



MEMORANDUM OFFICE OF THE MAYOR

Richard C. David, Mayor
Jared M. Kraham, Executive Assistant
Donna Ferranti, Secretary

RECEIVED

DATE: Nov. 6, 2014

NOV 06 2014

TO: City Council

OFFICE OF THE CITY CLERK
CITY OF BINGHAMTON

CC: Jeremy Pelletier, City Clerk

Ken Frank, Corporation Counsel

Chuck Shager, Comptroller

Gary Holmes, Commissioner of Public Works

William Barber, Director, Parks & Recreation

Jennie Skeadas-Sherry, Director, Planning, Housing & Community Development

Joseph Yannuzzi, Water / Sewer Superintendent

FROM: Richard C. David, Mayor

RE: Veto — Ordinance 014-59, An Ordinance Adopting The Tax Budget For The
Year 2015

I would like to thank City Council for its support of my 2015 Proposed Budget. After consideration, I have decided to veto some of Council's changes to the proposed budget and restore the stated funds (unless otherwise noted) to the following budget lines:

A1440.51800 — Engineering, Temporary Services: \$3,000.00 (restore)

The balance remaining after Council's cut is not adequate to cover estimated expenses, which is why I am restoring this line to its originally budgeted amount.

A1620.54440 — City Hall – Operation of Plant, Elevator Service & Repair: \$5,000.00 (restore)

These funds are necessary for mandated elevator safety inspections, repairs and maintenance.

A1650.54410 — Signals/Combined Shops, Professional Services: \$2,080.00 (restore)

The balance remaining after Council's cut is not adequate to cover estimated expenses, which is why I am restoring this line to its originally budgeted amount.

A5182.54202 — Street Lighting, Electricity: \$50,000.00 (restore)

Estimated costs were carefully determined by the Commissioner of Public Works and City Comptroller. The balance remaining after Council's cut is not adequate to cover estimated expenses, which is why I am restoring this line to its originally budgeted amount.

A7020.51000 — Parks & Rec Admin, Commissioner of Parks: \$59,684.00 (restore)

The Department of Parks & Recreation plays an important role in improving the quality of life in every corner of the City and works in tandem with many other departments to accomplish that goal. Department heads should be management appointed, serving as part of an executive management team at the pleasure of the Mayor. This department's recent history shows the problems that can arise from a department head not being accountable to any executive authority. Making the Director of Parks & Recreation a Commissioner of Parks will prevent that.

A8684.54701 — Planning & MGMT Dev, Travel & Training: \$3,000.00 (restore)

In 2015, two positions will be filled, Assistant Director of Planning, Housing & Community Development and Grants Administrator. As PHCD deals daily with many technical and regulatory issues, it's paramount that staff members are well-trained. In addition to technical training, conferences and workshops can spark creative solutions to different community development challenges and networking opportunities. Specifically, the Grants Administrator must receive regular training to stay up-to-date on the latest policies and protocols from the U.S. Department of Housing and Urban Development, which administers roughly \$1.9 million in Community Development Block Grants to the City. The balance remaining after Council's cut is not adequate to provide training for two new staff members, which is why I am restoring this line to its originally budgeted amount.

CL8160.51900 — Refuse Disposal, Overtime: \$14,800.00 (restore)

The balance remaining after Council's cut is not adequate to cover estimated expenses, which is why I am restoring this line to its originally budgeted amount.

CL8160.54662 — Refuse Disposal, Gasoline / Diesel Fuel: \$40,000.00 (restore)

Estimated costs were carefully determined by the Commissioner of Public Works and City Comptroller. The balance remaining after Council's cut is not adequate to cover estimated expenses, which is why I am restoring this line to its originally budgeted amount.

CL8160.54662 — Refuse Disposal, Yard Waste Fee: \$4,150 (remove)

By restoring Council's various cuts in the Refuse Fund, there are not adequate funds in Refuse Fund contingency to cover Council increasing this line by \$4,150. Those additional funds are removed. Therefore, I am vetoing this increase.

FX8330.54665 — Water Purification, JSTP IPP: \$50,000.00 (restore)

The balance remaining after Council's cut is not adequate to cover estimated expenses, which is why I am restoring this line to its originally budgeted amount.

H8340.525058.10515 — Capital Fund, Water Lines: \$1,000,000.00 (restore)

In September, New York State Comptroller Thomas P. DiNapoli released a report detailing the need for local governments to increase capital spending on infrastructure. By his estimates, municipalities across the state are spending one third of what is required on infrastructure. "The decline in local government spending on water and sewer systems was significant," according to DiNapoli. Residents deserve roads with integrity and utility services that work. With debt service costs low and a crumbling infrastructure, now is the time to invest. This administration made a commitment to invest in the City's aging infrastructure. Unfortunately, years of neglect and deferred maintenance in this area mean that significant work must be done to reliably provide this basic municipal service.

H5182.525151.10515 — Capital Fund, Street Light Replacement: \$2,000,000.00 (restore)

This administration's plan to replace the roughly 7,000 street lights with LED bulbs will be a significant step to improve public safety, streetscape aesthetics and the energy efficiency in the City of Binghamton. Residents, business owners and the Press & Sun-Bulletin's editorial board have expressed excitement and support for converting to LED technology. Our street lights will burn brighter and last longer. The costs of replacing the bulbs will be recouped through energy and maintenance efficiencies, which will provide savings to taxpayers for years to come.

H5650.525080.10515 — Capital Fund, Parking Ramps: \$1,000,000.00 (restore)

Over the years, multiple studies have shown the City's parking garages are in various states of disrepair. Beyond normal fixes, several major projects are necessary to bring the ramps into safety and structural compliance, as well as address handicap accessibility. The Collier St. garage is at the end of its useful life. Cosmetic fixes are no longer applicable and major improvements are planned. The City must also make significant investments in the State St. and Water St. parking garages as well.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard C. David". The signature is fluid and cursive, with a large, stylized initial "R".

Richard C. David
Mayor